

Exhibit B - Part 2

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the player representative, the field manager may be present during the remainder of the meeting, or any part thereof. Club personnel are otherwise prohibited from attempting to influence, or interfere with, the players' division of the pool, either before or after the vote is completed. The vote of the players shall not be subject to alteration, except as may be required to conform to the Major League Rules.

The Office of the Commissioner shall send a draft of the voting schedules to the Players Association for approval before transmitting the final schedules to the Club. On or before the final day of the championship season, the player representative shall provide the Club with the schedules reflecting the vote of the players. The player representative shall execute the schedules and complete them in his own handwriting. The Club shall, within 48 hours of receipt from the player representatives, submit copies of such executed and handwritten schedules to the Commissioner's Office and the Players Association.

(4) Eligibility. All players and managers with their respective teams on and subsequent to June 1 of the current year and eligible to participate in the World Series for the current year under Rule 40 shall receive a full share. Players and managers not with their respective teams on and subsequent to June 1 of the current year, two certified athletic trainers and one strength and conditioning coach shall be entitled only to such shares as are voted by the players entitled to receive a full share.

A player who, during the year, has been a member of more than one Club shall be entitled to receive such shares as may be voted to the player by the players of any participating Clubs of which the player was a member, provided that the total amount voted to a player shall not exceed the larger of the amounts receivable by a player voted a full share by any such Club. The term "a full share" shall be construed to mean one equal part (disregarding fractional differences) of the funds payable to the team, according to the total number of shares, after deducting or allowing for the special allotments as voted by the players.

All other non-uniformed personnel (including, but not limited to, spring training coaches, traveling secretaries, clubhouse personnel, media relations personnel, scouts, and members of the grounds crew) shall not be eligible to receive a percentage share of the players' pool, but shall be eligible to receive cash awards of defined dollar value; provided, however, that no cash award may exceed the value of a full share. Notwithstanding the above, the following individuals are not eligible to receive, or be paid, any money out of the players' pool: employees of a Club in an executive level position (including, but not limited to, general manager, assistant general manager, or director of baseball operations), club-affiliated physicians, individuals employed or otherwise retained by the Commissioner's Office, including

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Resident Security Agents (RSAs), or individuals on the Ineligible List at the time the distribution is made.

(5) Pooling Shares Penalized. Any player or person who shall promise or agree to pool his or her interest, apportionment or share in any of said receipts or funds with any other person or persons entitled to participate in the apportionment of such receipts or funds; or who shall give, or promise to give, any part thereof to a player, coach, official or employee of any other Major League Club, or to a Major League umpire; or who shall solicit or attempt to induce a player or other person to make any such promise, agreement or gift; or who, being solicited to make any such promise, agreement, or gift, shall fail to inform the Commissioner immediately of such solicitation, and of all facts and circumstances connected therewith, shall be subject to such penalties (including forfeiture of his or her apportionment or share, fine, suspension, and/or temporary or permanent ineligibility) as, in the judgment of the Commissioner, the facts and circumstances in the particular case may warrant.

(c) CLUBS—COMMISSIONER'S OFFICE.

(1) World Series. After the fifteen percent payable to the Office of the Commissioner and the sixty percent which forms the players' pool in the first four games of the World Series, as required by Rule 45(b)(1)(A), the balance of the gate receipts shall be equally divided between the two participating Major League Clubs.

(2) League Championship Series.

(A) After the percentage payable to the Commissioner's Office pursuant to Rule 45(a) and the sixty percent which forms the players' pool in the first four League Championship Series games in each League, as required by Rule 45(b)(1)(B), the balance of the gate receipts from said four League Championship Series games of a League shall be equally divided between the two Clubs participating in the League Championship Series of that League.

(B) If the League Championship Series games in a League shall exceed four, the gate receipts of such playoff games in excess of four shall be divided as follows: first, the Commissioner's Office shall be paid the percentage described in Rule 45(a), and then the remaining receipts shall be equally divided between the two Clubs participating in the League Championship Series of that League.

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(3) Division Series.

(A) After the percentage payable to the Commissioner's Office pursuant to Rule 45(a) and the sixty percent which forms the players' pool in the first three Division Series games in each Division Series, as required by Rule 45(b)(1)(C), the balance of the gate receipts from said three Division Series games in each Division Series shall be equally divided between the two Clubs participating in such Division Series.

(B) If the games in a Division Series shall exceed three, the gate receipts of such playoff games in excess of three shall be divided as follows: first, the Commissioner's Office shall be paid the percentage described in Rule 45(a), and then the remaining receipts shall be equally divided between the two Clubs participating in such Division Series.

(4) Wild Card. After the percentage payable to the Commissioner's Office pursuant to Rule 45(a) and the fifty percent which forms the players' pool in the Wild Card games, as required by Rule 45(b)(1)(D), the balance of the gate receipts from the Wild Card games shall be equally divided between the two Clubs participating in each Wild Card game.

(d) GUARANTEE OF PLAYERS' POOL.

(1) To the extent, if any, that the players' pool provides a total of less than \$4,608,000 for the World Series winner, the amount to be distributed to such winner shall be increased to \$4,608,000. To the extent, if any, that the players' pool provides a total of less than \$3,072,000 for the World Series loser, the amount to be distributed to such loser shall be increased to \$3,072,000.

(2) To the extent, if any, that the players' pool provides a total of less than \$3,072,000 for both League Championship Series losers (\$1,536,000 each), the amount to be distributed to such losers shall be increased to \$3,072,000 (\$1,536,000 each).

(3) To the extent, if any, that the players' pool provides a total of less than \$1,664,000 (\$416,000 each) for the Division Series losers, the total amount to be distributed to such Division Series losers shall be increased to \$1,664,000 (\$416,000).

(4) To the extent, if any, that the players' pool provides a total of less than \$384,000 (\$192,000) for the Wild Card losers, the total amount to be distributed to such Wild Card losers shall be increased to \$384,000 (\$192,000).

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(5) If, during the term of any Basic Agreement in effect between the Major Leagues and the Major League Baseball Players Association, the Clubs raise World Series ticket prices, the guarantees set forth subparagraphs (1), (2), (3) and (4) of this Rule 45(d) shall be increased a pro rata amount, such amount established by averaging the percentage increase of a box seat ticket and the percentage increase of a reserved seat ticket and increasing each guarantee by such percentage.

Rule 46

BONUS FORBIDDEN

(a) **PROHIBITION.** Neither of the contesting Clubs shall give or pay a bonus or prize to any or all of its players before or after the completion of the series, and a player released or transferred by a Club and thereafter signed by another Club in the same League shall not participate in the proceeds of such series as a present or reward from the player's former teammates, the releasing Club or any of its officials.

(b) **PENALTIES.** Violations of this Rule 46 are punishable by a fine to be imposed by the Commissioner. The amount of the fine may equal but shall not exceed the aggregate amount paid to any and all players in violation of this Rule 46, notwithstanding the limitations of penalties set forth in Rule 50.

Rule 47

EXHIBITION GAMES

Both teams that contest in the World Series are required to disband immediately after its close and the members thereof are forbidden to participate as individuals or as a team in exhibition games during the year in which that World Championship was decided; provided, however, that the Commissioner may grant permission to individual members of the two teams on their application to participate in such exhibition games, on conditions to be prescribed by the Commissioner, but in no event shall such permission authorize the appearance in any one exhibition game of more than three players out of the joint membership of the two World Series teams, nor shall such permission authorize the playing of any such exhibition games after 30 days following the close of the Major League championship season.

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Rule 48

OBLIGATIONS OF PARTICIPANTS

Each of the Clubs, players, and umpires, participating or eligible to participate in a World Series, or in any series played or to be played under these Rules and under the Commissioner's auspices, shall faithfully carry out all the provisions of these Rules and regulations, and such others as may hereafter be made to govern such games, and shall not abandon such series, or any game thereof, until it shall have been legally terminated. Any such participant who in connection with any such series or game shall violate any of the Major League or World Series Rules (including particularly but not exclusively Rule 21 (Misconduct)) shall be subject to forfeiture, in whole or in part, of the share of the receipts or other compensation which otherwise would accrue to such participant, and/or to such other penalties, including ineligibility, as the Commissioner, upon consideration of the facts and circumstances connected therewith, shall determine.

Rule 49

[Reserved]

Rule 50

ENFORCEMENT OF MAJOR LEAGUE RULES

(a) PENALTIES. In case the Commissioner shall determine that a League or a Club has violated any of the foregoing Rules, as to which penalty provisions are not otherwise set forth in the Major League Constitution or Major League Rules, the Commissioner may take action consistent with the Commissioner's powers under the Major League Constitution.

(b) PAYMENT OF FINES. Upon notification of fine, it shall become the duty of the League or Club to make prompt payment thereof to the Commissioner. In case of non-payment, the Commissioner may suspend the benefit of any or all of these Rules as respects the League or Club in default until such time as payment is made.

(c) CONTINUITY OF ASSIGNMENTS, AGREEMENTS AND TRANSACTIONS. All assignments whether optional or otherwise of players' contracts and all agreements and/or other transactions involving players' contracts mentioned in or provided for by the Major League Constitution and the Major League Rules shall be given, and shall have the same force and effect for all and every purpose, notwithstanding the stock ownership or

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control either directly or indirectly by any one Club or by a stockholder or stockholders of any one Club in/or of one or more other Clubs.

Provided further that in no event shall ownership and/or control directly or indirectly be permitted by one Club or by a stockholder or the stockholders of one Club in another Club of the same League.

Rule 51

CLASSIFICATION OF MINOR LEAGUES

(a) LEAGUE CLASSIFICATIONS. Each Minor League shall be classified as a Class AAA, Class AA, Class A, Short-Season A or Rookie League. Leagues in the Class A classification shall be given the further subclassification of Full-Season A or Class A-Advanced. Leagues in the Rookie classification also shall be given the further subclassification of Rookie or Rookie-Advanced. The subclassification in which a Class A or Rookie League is placed shall be determined each year by the Commissioner or the Commissioner's designee, after consultation with the Minor League Association and the President of the affected Minor League.

(b) COMPOSITION. The composition of player rosters for Minor League Clubs at the Class AAA and AA levels shall not be limited based on length of prior Minor League service. For Minor League Clubs at the Class A, Short-Season A and Rookie League levels, however, the composition of player rosters shall be based on length of prior Minor League service as described in this Rule 51(b).

(1) Length of Service. The following limitations shall apply to the length of prior Major or Minor League service that a player on the Active List of a Minor League Club may have. For purposes of this Rule 51, a player shall be credited with a year of "Minor League Service" for each championship season in which the player was on the Active or Disabled List of a Major League or Minor League Club for at least 30 days, provided, however, that a player who has spent one or more championship seasons on a Disabled List shall have one year of "Minor League Service" subtracted from the player's total. A player's time on the Active or Disabled List of a Minor League Club in a Rookie classification Minor League entirely outside the United States and Canada shall not count toward "Minor League Service" for purposes of Rules 51(b)(1)(A) through (D).

(A) Class A-Advanced: No more than two players and one player-coach on the Active List may have six or more years of prior Minor League Service.

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(B) Full-Season A: No more than two players on the Active List may have five or more years of prior Minor League Service.

(C) Short-Season A: No more than three players on the Active List may have four or more years of prior Minor League Service.

(D) Rookie-Advanced (in the United States or Canada): No more than three players on the Active List may have three or more years of prior Minor League Service.

(E) Rookie (in the United States or Canada): No player on the Active List may have three or more years of prior Minor League Service.

(F) Rookie (entirely outside the United States and Canada): No player on the Active List may have four or more years of prior Minor League Service.

Notwithstanding anything to the contrary in this Rule 51(b)(1), a player may play during one season in a Short-Season A, Rookie-Advanced, or Rookie Classification without regard to prior length of service if the player is a pitcher who is changing positions to become a non-pitcher or is a non-pitcher changing positions to become a pitcher. Any player playing at such a classification pursuant to this exception may not pitch if the player was formerly a pitcher and may not play at a position other than pitcher if the player was formerly a non-pitcher.

(2) Roster Requirements—Pitchers. In addition to the Active List limits set forth in Rule 2 (Player Limits and Reserve Lists), the Active Rosters of all Minor League Clubs at the Short-Season A and Rookie (both Rookie-Advanced and Rookie) levels shall include at least 10 pitchers as of July 1 of the championship season.

Rule 52

MAJOR AND MINOR LEAGUE TERRITORIAL RIGHTS

(a) HOME TERRITORY.

(1) Each Major and Minor League Club shall be granted protected territorial rights covering a specific geographic area, called a “home territory,” unless a Club and League agree to forego a home territory pursuant to an exception obtained in accordance with Rule 52(d).

(2) Attachment 52, appended to these Rules, identifies and defines each home territory. The Major League Club home territories in Attachment 52 shall be the

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operating territories set forth in the Major League Constitution. Attachment 52 shall be revised by the Commissioner and the President of the Minor League Association, who shall have obtained all approvals required by the Minor League Association, without a vote of the Major League Clubs as home territories are redefined or as Major and Minor League Clubs are added to, or deleted from, or permitted to relocate by, their respective Leagues.

(3) If the governing document of the Minor League Association so provides, territorial rights protected by this Rule 52 may be granted to a Minor League Club through the League of which the Club is a member. Any home territory so granted shall be the possession of the League, and any waivers of such League rights must first be approved by the League.

(4) No Major or Minor League Club may play its home games within the home territory or within 15 miles from the boundary of the home territory of any other Minor League Club, and no Minor League Club may play its home games within the home territory or within 15 miles of the home territory of any Major League Club, except pursuant to a grant of protected territory or an exception obtained in accordance with Rule 52(d). The territorial rights of Major League Clubs with respect to other Major League Clubs are governed by Rule 1 (Circuits) and by the Major League Constitution, and are not governed by this Rule 52. The territorial rights of Minor League Clubs with respect to other Minor League Clubs are also governed by the governing document of the Minor League Association to the extent that such governing document supplements this Rule 52.

(b) NEW TERRITORIES.

(1) With the exception of the home territories set forth in Attachment 52:

(A) the home territory of each Minor League Club must have boundaries that are no closer than 15 miles from the boundaries of all other Major and Minor League Clubs' home territories, unless Rule 52(b)(1)(C) applies;

(B) the home territory of each Major League Club must have boundaries that are no closer than 15 miles from the boundaries of all Minor League Clubs' home territories, unless Rule 52(b)(1)(C) applies;

(C) a Major or Minor League Club is not in violation of this Rule 52 and may establish a newly created home territory that is adjacent to the existing home territory of another Club if the ballpark or proposed ballpark within the newly created home territory is greater than 50 miles from the boundaries of the existing home territory of the other Club; and

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(D) the home territory of each Major and Minor League Club must be defined by the boundary lines of an entire county or counties (or parish or Canadian division or district), unless a Club agrees to forego a home territory pursuant to an exception granted in accordance with Rule 52(d).

(2) The 15-mile “buffer” is not included as part of a Club’s home territory and may coincide (in whole or in part) with the 15-mile “buffer” surrounding another Club’s home territory.

(3) If a Club wishes to establish a territory outside the United States or Canada, the Commissioner and President of the Minor League Association may agree to recognize a boundary not defined by county boundaries or the equivalent.

(c) **OVERLAPPING TERRITORIES.** An “overlap” exists if the boundary of a home territory overlaps the boundary of another home territory or is within 15 miles of the boundary of another home territory.

(1) **Overlap Between a Major League Club and a Minor League Club.** If an overlap exists between a Major League Club and a Minor League Club:

(A) neither Club may play its home games within 15 miles of the boundary of the other Club’s home territory; and

(B) the home territory of the Minor League Club may not be shared with, drafted by or otherwise acquired by another Minor League or Minor League Club without the written consent of the Major League Club in accordance with Rule 52(d)(1). This Rule 52(c)(1)(B) shall not apply if the entering Minor League Club’s ballpark or proposed ballpark is greater than 50 miles from the boundaries of the home territory of the Major League Club.

(2) **Overlaps Among Minor League Clubs.** Overlaps of Minor League Clubs with respect to other Minor League Clubs are governed by the governing document of the Minor League Association and are not covered by this Rule 52.

(d) **EXCEPTIONS.** Exceptions to the requirements of this Rule 52 may be permitted as follows:

(1) **Consent.** A Major or Minor League Club may establish a home territory or play its home games in a location otherwise prohibited by this Rule 52 only if the Club first obtains the written consent of each Minor League and Major or Minor League Club whose territorial protection would otherwise be violated and of the Commissioner or the Commissioner’s designee, in the case of the territorial

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protection of a Major League Club that would otherwise be violated. In the case of a Minor League Club seeking to establish a home territory or play its games in a location that otherwise would violate the territorial protection of a Major League Club pursuant to this Rule 52, such written consents shall be obtained before the filing of a request for relocation of the Minor League Club pursuant to Rule 53(b) (Relocation of Minor League Clubs). A written consent may condition or limit the exception. Such consent may be revoked only according to the written terms of the consent. Any Minor League Club, Minor League, prospective Minor League Club, prospective Minor League Club owner or any person acting on behalf of any of the foregoing who wishes to explore the possibility of establishing a home territory or playing its home games in a location otherwise prohibited by this Rule 52 shall obtain, before making any such exploration, inquiries or comments (either public or private), the written permission of each Major League Club whose territorial protection would otherwise be violated by the establishment of such home territory or by the playing of such games.

(2) Draft of Territory.

(A) By Major League Club. A Major League Club may draft a Minor League Club's home territory pursuant to Article IX of the Professional Baseball Agreement. A drafting Major League Club shall not be required to include as part of its home territory each county (or its equivalent) that the Club drafts or is required to draft. A Minor League Club that receives written consent to remain in a drafted territory in accordance with Article IX of the Professional Baseball Agreement shall retain such territorial rights as provided in the written consent. Notwithstanding Rule 52(a)(4) and Article IX(C) of the Professional Baseball Agreement, a drafting Major League Club may play its home games in the territory of a Minor League Club so long as the Major or Minor League or Major or Minor League Club has notified the Commissioner of its request that a Board of Arbitration determine compensation pursuant to Article IX of the Professional Baseball Agreement. The drafting Major League Club shall not, however, have any territorial protection under this Rule 52 until it shall have paid the compensation required by Article IX of the Professional Baseball Agreement. If a Minor League Club's territory is drafted, a Minor League Club may relocate from the drafted territory immediately, subject to the procedures of Rule 53 (Minor League Expansion, Contraction, Relocation, and Reclassification), without forfeiting or waiving any right it may have to seek compensation for the draft of territory, notwithstanding the provision in Rule 52(g) (Loss of Territorial Rights) that the territory of a relocated Club shall be considered unprotected and "open territory." If Article IX of the Professional Baseball Agreement provides that a Major League Club is not

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required to draft the territory of a Minor League Club, the Major League Club may establish a home territory that is adjacent to the home territory of that Minor League Club.

(B) By Minor League Club. A Minor League Club may draft the territory of a Minor League Club of lower classification pursuant to applicable rules of the Clubs' Minor League Association. If the territory of the Minor League Club of lower classification overlaps with the territory of a Major League Club, the drafting Minor League Club must obtain the consent of the Major League Club in accordance with Rule 52(c)(1)(B).

(e) RECOGNITION OF FUTURE RIGHTS. A Minor League Club that has been granted approval under all applicable rules and agreements to relocate or to operate an expansion Club shall enjoy full protection under this Rule 52 of the home territory granted as part of the expansion or relocation approval, conditioned upon the Club commencing play of its home games on or before the date specified in the approval. The Commissioner shall have 15 days from the date the Commissioner receives the written approval by the President of the Minor League Association of the proposed expansion or relocation to review the proposed expansion or relocation in accordance with Rule 53 (Minor League Expansion, Contraction, Relocation, and Reclassification). During that 15-day period, a Major League or Major League Club that applies for the rights to the same territory shall be given preference.

(f) APPROVAL OF MINOR LEAGUE TERRITORIAL RIGHTS. All grants of protected territory to Minor League Clubs must first be approved by the President of the Minor League Association and by the Commissioner and must otherwise be in accordance with these Rules.

(g) LOSS OF TERRITORIAL RIGHTS. If a Minor League Club has relocated or has otherwise lost its rights to a home territory pursuant to the rules of its Minor League Association, the Club's original home territory or the home territory to which the Club has lost its rights shall be considered unprotected and "open territory." No Minor League or Minor League Club may assert any rights with respect to such "open territory" against any Major League Club or the Commissioner's Office, including in any draft of territory pursuant to Rule 52(d)(2)(A) and Article IX of the Professional Baseball Agreement or arbitration in connection with such draft of territory, nor may any Minor League or Minor League Club assert any claim to damage related to or arising out of such "open territory" in connection with any such draft of territory or any such arbitration. Nothing in this Rule 52(g) shall be construed as limiting the compensation that a Minor League or Minor League Club may claim in an Article IX proceeding under the Professional Baseball Agreement when the Minor League Club

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vacates a territory after having been notified of the draft of such Minor League Club's territory by a Major League Club.

Rule 53

**MINOR LEAGUE EXPANSION, CONTRACTION,
RELOCATION, AND RECLASSIFICATION**

(a) EXPANSIONS OR CONTRACTIONS OF MINOR LEAGUES.

(1) Approval of Expansions or Contractions Proposed by Minor Leagues. If a Minor League intends to expand or reduce the number of its member Clubs, it must notify in writing the Commissioner and the President of its Minor League Association of its intention to expand or contract at least 18 months before opening day of the season in which the proposed expansion or contraction would take effect. In the event that unique or emergency circumstances are presented that justify an expansion or contraction at a time when the required prior notice of intent is not possible, the approval required under this Rule 53 may nevertheless be granted if the other requirements are met.

A League proposing to expand must establish to the satisfaction of the Commissioner and the President of its Minor League Association that a Major League Club is committed to purchase or enter into a PDC with the proposed expansion Club. The Commissioner and/or the President of the League's Minor League Association also may request any additional information that is reasonably necessary to their review of a proposed expansion or contraction of a Minor League. This additional information shall include (but not be limited to) data establishing that the proposed expansion Club will enhance the development of future Major League players and will be capable of sound operations.

A decision by the President of the League's Minor League Association to disapprove an expansion or contraction proposed by a Minor League shall be final. If the President of the League's Minor League Association approves the proposed expansion or contraction, the proposal shall be sent to the Commissioner for the Commissioner's review. The Commissioner shall give due deference to the decision of the President of the Minor League Association, but may disapprove the proposed expansion or contraction if the Commissioner concludes

(A) that the President of the Minor League Association failed in some material respect to adhere to the review and approval procedures in this Rule 53;

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(B) that the President of the Minor League Association abused his or her discretion in approving the proposed expansion or contraction; or

(C) that the proposed expansion or contraction is not in the best interests of Baseball.

In exercising authority under this Rule 53(a)(1), the Commissioner shall act in good faith.

(2) Approval of Expansions Proposed by Major League Clubs or the Commissioner's Designee. If a Major League Club or the Commissioner's designee determines that player development needs cannot be met by a Major League Club entering into a PDC with an existing Minor League Club, the Major League Club or the Commissioner's designee may request a Minor League to expand the number of its member Clubs so long as the Minor League (or combination of Minor Leagues operating under a joint schedule) continues to have an even number of Clubs. Such a request must be accompanied by a commitment to purchase or enter into a PDC with a Club added to the League and must be made in writing to the Minor League President, the President of the Minor League Association, and the Commissioner at least 18 months before opening day of the season in which the proposed expansion would take effect. In the event that unique or emergency circumstances are presented that justify an expansion at a time when the required prior notice is not possible, the approval required under this Rule 53 may nevertheless be granted if the other requirements are met.

If either the Minor League or the President of the Minor League Association refuses to approve a request for expansion made by a Major League Club or the Commissioner's designee, the Major League Club or the Commissioner's designee, as the case may be, may appeal to the Commissioner. In considering such an appeal, the Commissioner shall give due deference to the decision of the Minor League President and the President of the Minor League Association, but may direct that the requested expansion be accomplished if the Commissioner concludes

(A) that the President of the Minor League Association failed in some material respect to adhere to the review and approval procedures in this Rule 53;

(B) that the President of the Minor League Association abused his or her discretion in refusing to approve the request for expansion; or

(C) that the disapproval of the requested expansion is not in the best interests of Baseball.

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In exercising authority under this Rule 53(a)(2), the Commissioner shall act in good faith.

(3) Approval of Contractions or Alternate Arrangements Proposed by Major Leagues. If the Major Leagues contract one or more Major League Clubs, then the Commissioner may request a Minor League to reduce the number of its member Clubs so long as the Minor League (or combination of Minor Leagues operating under a joint schedule) continues to have an even number of Clubs. Such request shall be made through the President of the Minor League Association. The Commissioner or the Commissioner's designee shall discuss with the President of the Minor League Association the terms and conditions of the proposed contraction, which may include, without limitation, changes in classification pursuant to Rule 53(c) (Change in Classification(s) of Minor Leagues or League Affiliations of Minor League Clubs), the establishment of co-op PDCs pursuant to Rule 56(a) (Exclusivity), the establishment of independent Minor League Clubs (see Rule 60(r) (Definitions)) and/or other actions, as the facts and circumstances may warrant. If the President of the Minor League Association approves the request for contraction, then the affected Minor Leagues shall implement the contraction on the terms and conditions agreed to between the Commissioner or the Commissioner's designee and the President of the Minor League Association.

(b) RELOCATION OF MINOR LEAGUE CLUBS. If a Minor League Club intends to move to a new location, it must notify in writing the Commissioner and the President of its Minor League Association of its intention to relocate at least 18 months before opening day of the season in which it would begin operations at the new location. In the event that unique or emergency circumstances are presented that justify a relocation at a time when the required prior notice of intent is not possible, the approval required under this Rule 53 may nevertheless be granted if the other requirements are met. The Commissioner and/or the President of the Club's Minor League Association may request any documents or other data that are reasonably necessary to their review of the Club's proposal to relocate.

In reviewing the proposed relocation, the President of the Club's Minor League Association shall require the Minor League Club proposing the relocation to establish that improved business operations (taking into account the quality of playing facility and classification of play involved) and/or improved player development will be achieved at the proposed new location. A disapproval of a proposed relocation by the President of the Club's Minor League Association shall be final. If the President of the Club's Minor League Association approves the proposed relocation, the proposal shall be sent to the Commissioner for review. The Commissioner shall give due deference to the decision of

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the President of the Club's Minor League Association, but may disapprove the proposed relocation if the Commissioner concludes

- (1) that the President of the Minor League Association failed in some material respect to adhere to the review and approval procedures in this Rule 53;
- (2) that the President of the Minor League Association abused his or her discretion in approving the proposed relocation; or
- (3) that the relocation would not be in the best interests of Baseball.

In exercising authority under this Rule 53(b), the Commissioner shall act in good faith and shall endeavor to preserve the full value of Minor League franchises.

(c) CHANGE IN CLASSIFICATION(S) OF MINOR LEAGUES OR LEAGUE AFFILIATIONS OF MINOR LEAGUE CLUBS. If a Minor League Club intends to change its classification or if a Minor League Club intends to change its League affiliation (for the purpose of changing classification or otherwise), it must notify in writing the Commissioner and the President of its Minor League Association of its intention to make such a change at least 18 months before opening day of the season in which the proposed change would take effect. In the event that unique or emergency circumstances are presented that justify a change in a Minor League's classification or a Minor League Club's League affiliation at a time when the required prior notice of intent is not possible, the approval required under this Rule 53 may nevertheless be granted if the other requirements are met.

The Commissioner and/or the President of the Club's Minor League Association may request any documents or other data that are reasonably necessary to their review of a proposed change in a Minor League's classification or the League affiliation of a Minor League Club. A decision by the President of the Minor League Association to disapprove such a proposed change shall be final. If the President of the Minor League Association approves the proposed change, the proposal shall be sent to the Commissioner for review. In reviewing a proposal to change a Minor League classification or a Minor League Club's League affiliation, the Commissioner shall give due deference to the decision of the President of the Minor League Association, but may disapprove the proposed change in classification or affiliation if the Commissioner concludes that

- (1) the President of the Minor League Association failed in some material respect to adhere to the review and approval procedures in this Rule 53;
- (2) the President of the Minor League Association abused his or her discretion in approving the proposed change in classification or League affiliation; or

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(3) the proposed change would not be in the best interests of Baseball.

In exercising authority under this Rule 53(c), the Commissioner shall act in good faith and shall endeavor to preserve the full value of Minor League franchises.

(d) ADMISSION OF NEW LEAGUES TO A MINOR LEAGUE ASSOCIATION.

If a Minor League Association intends to add a Minor League, it must notify the Commissioner or the Commissioner's designee in writing of its intention to do so at least 18 months before opening day of the season in which the additional league would become a member of such Minor League Association. In the event that unique or emergency circumstances are presented that justify adding a league at a time when the required prior notice of intent is not possible, the approval required under this Rule 53 may nevertheless be granted if the other requirements are met.

A league proposing to join a Minor League Association as a Minor League must establish to the satisfaction of the President of the Minor League Association and the Commissioner or the Commissioner's designee that it is capable of and committed to complying fully with the Major League Rules as of October 31 of the year preceding the first championship season such league intends to operate as a Minor League member of the Minor League Association. Prior to approval for admission to a Minor League Association, a league proposing to join the Minor League Association as a Minor League, and all clubs that are members of such league, shall release from all obligations any player who is under reserve to, or on the Negotiation List of, any Major or Minor League Club. The President of the Minor League Association and/or the Commissioner or the Commissioner's designee also may request any additional information that is reasonably necessary to their review of a proposed admission of a Minor League to the Minor League Association. Each club that is a member of a league proposing to join a Minor League Association as a Minor League shall undergo the review and approval process set forth in Rule 54(a) (Approval of Control Interest Transfers). The President of the Minor League Association and the Commissioner or the Commissioner's designee shall have the right to require such league and its member clubs to take such actions as the President of the Minor League Association and the Commissioner or the Commissioner's designee may deem necessary, in the sole and absolute discretion of either, to effect the admission of such league and its member clubs to the Minor League Association consistent with the Major League Rules and other applicable agreements, regulations, guidelines and policies.

No Minor League shall be admitted to a Minor League Association without the approval of the President of the Minor League Association and the Commissioner or the Commissioner's designee. A decision by the President of the Minor League Association to disapprove the admission of a Minor League shall be final. If the President of the Minor League Association approves the proposed admission of a Minor League, the

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proposal shall be sent to the Commissioner or the Commissioner's designee for review. The Commissioner or the Commissioner's designee shall give due deference to the decision of the President of the Minor League Association, but may disapprove the proposed admission if the Commissioner or the Commissioner's designee concludes

- (1) that the President of the Minor League Association failed in some material respect to adhere to the review and approval procedures in this Rule 53 and in Rule 54 (Regulation of Minor League Franchises);
- (2) that the President of the Minor League Association abused his or her discretion in approving the proposed admission; or
- (3) that the proposed admission is not in the best interests of Baseball.

In exercising authority under this Rule 53(d), the Commissioner and the Commissioner's designee shall act in good faith.

Rule 54

REGULATION OF MINOR LEAGUE FRANCHISES

(a) APPROVAL OF CONTROL INTEREST TRANSFERS.

- (1) No Minor League franchise shall be leased or sublet to any operator other than the actual franchise holder unless approval is granted by its League, the President of its Minor League Association and the Commissioner. No Minor League Club may pledge its franchise (including its protected territorial rights) as security for any indebtedness unless it has first received the prior approval of its League, the President of the Minor League Association and the Commissioner.
- (2) No sale, transfer, assignment, gift or bequest (including but not limited to the granting of a security interest) of any interest in a Minor League Club shall occur without the prior written approval of the President of the Minor League Association. The President of the Minor League Association shall determine whether a proposed transaction constitutes a Control Interest transfer subject to the enhanced review required by this Rule 54, and a determination of such issue by the President of the Minor League Association may not be appealed. The rules of Minor Leagues relating to ownership or Control Interest transfers, whether now existing or hereafter adopted, shall not be affected by this Rule 54 (so long as they are not inconsistent with this Rule 54) and any approval required from the League must be presented in writing to the President of the Minor League Association prior to his or her consideration. The term

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“Control Interest” is defined as the power or authority directly or indirectly to influence substantially the management policies of a Club. No approval under this Rule 54 is required for sales or transfers of Control Interests occurring pursuant to the terms of any written contract, option or right of first refusal executed on or before October 24, 1990.

(3) A Minor League Club must notify the Commissioner or the Commissioner’s designee, the President of its Minor League Association and its League President, and provide to all three a detailed written description, of any Regulated Transaction in which the Minor League Club proposes to participate. Any written document memorializing the negotiations concerning the proposed Regulated Transaction (including a non-binding memorandum of understanding or a letter of intent) also must be disclosed as part of the required written description. If the President of the Minor League Association concludes that these documents do not contain adequate data, the President may require the submission of additional information in determining whether the proposed Regulated Transaction amounts to a “Control Interest” transfer. A “Regulated Transaction” is defined to include:

- (A) sales or transfers of equity interests;
- (B) loan agreements;
- (C) stadium leases;
- (D) television or radio rights sales;
- (E) concession contracts having a potential duration of more than one year (including any options or renewals);
- (F) naming rights agreements; and
- (G) any contract having a potential duration (including any options or renewals) of five years or longer.

A material failure to make disclosures or furnish information required under this Rule 54 may, at the discretion of the President of the Minor League Association, result in the transaction being rendered null and void and will subject the Minor League Club or its owner to such fines or other penalties as the President of the Minor League Association may impose. The Commissioner and the Commissioner’s designee, the President of the Minor League Association and the League Presidents shall treat the disclosures required by this Rule 54 as confidential information.

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(4) If the President of the Minor League Association determines that a proposed Regulated Transaction may involve a Control Interest transfer, the President shall so notify the Minor League Club and its League, and the Minor League Club must provide the following information.

(A) In the case of a Control Interest transfer involving the transfer of an equity interest:

(i) A non-refundable processing fee of \$5,000 payable to the Minor League Association which may be waived if the President of the Minor League Association determines that the security investigation required by this Rule 54 has already been performed;

(ii) The proposed organizational structure of the entity that will own and operate the Club;

(iii) The names of all persons who will have an equity interest in the proposed ownership entity, the names of the individuals who will play active management roles, and the name of the individual who will have ultimate authority to act on all Club matters;

(iv) Biographical information on all persons who will have an equity interest in the proposed ownership entity and/or play an active management role on behalf of the Club, together with any release necessary to enable the Commissioner's Office (Security Division) and the President of the Minor League Association to conduct security investigations;

(v) A proposed three-year operating budget, and business plans and operating policies for the initial three years of new ownership;

(vi) As to each individual who will have a direct or indirect ownership interest of five percent or more, or who will have a Control Interest regardless of his or her ownership share, the most recent personal financial statement available or, if that is not available, his or her most recently filed personal federal income tax return and all attachments to the return;

(vii) If the acquiring entity is some enterprise other than a natural person, its audited (if available) or unaudited financial statements (including year-end balance sheets and statements of income) for the two most

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recent fiscal years, and the names of all partners, directors or principals in such entity;

(viii) Each potential owner (individual, corporate or otherwise) must identify any other enterprises or businesses in which he, she or it has an ownership interest of greater than five percent; in addition, all such potential owners must identify all professional sports, broadcasting, entertainment, cable or similar enterprises and any gambling-related businesses or enterprises in which such a person has any ownership or management interest, or is a trustee or director;

(ix) A detailed description of the sources of all financing that will be required to effect the proposed transaction, including the names of all lenders and underwriters and copies of commitment letters from the lenders and underwriters; and,

(x) Any additional information that the President of the Minor League Association may reasonably request.

(B) In the case of a Control Interest transfer other than a transfer of an equity interest, such information about the transaction or the parties as the President of the Minor League Association may reasonably request.

(5) After receiving the required information, and obtaining any required League approval, the President of the Minor League Association shall review the information and issue a decision as promptly as permitted by the circumstances. In determining whether to approve a proposed transfer, the President of the Minor League Association shall be guided by the following principles:

(A) Responsibility and Accountability. All proposed new owners must adopt business policies consistent with sound fiscal management. There also must be clearly designated persons within the ownership structure who are accountable to the Commissioner and the President of the Minor League Association for the operation of the Club and for compliance with all applicable Baseball rules. A single person must be identified as being able to exercise control of the franchise and being responsible for and able to make all Club decisions. That individual must represent that he or she will participate actively in the operation of the Club and will regularly attend Minor League and Minor League Association meetings.

(B) Conflicts of Interest. The President of the Minor League Association may disapprove any Control Interest transfers that involve actual or potential

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conflicts of interest. Among other things, the President of the Minor League Association may consider the following factors in determining whether a proposed transaction presents an actual or potential conflict of interest.

(i) **Forms of Organization.** The President of the Minor League Association may disapprove any form of ownership or business organization that may be subject to statutory or regulatory restrictions inconsistent with sound operation of a baseball franchise. (For example, some types of government ownership or non-profit ownership might have legal restraints that would prevent or impede sound operations.)

(ii) **Broadcasting Interests.** The President of the Minor League Association may disapprove a transaction involving a broadcasting interest if the President determines that the proposed transaction may threaten the ability of the Minor Leagues and their Clubs or the Major League Clubs to market their broadcasting rights in an orderly manner.

(iii) **Cross-Ownership and Agents.** The President of the Minor League Association may disapprove the transfer of a Control Interest in a Minor League Club to a Major League Club that has a PDC with another Minor League Club in the same League. Similarly, the President may disapprove the transfer of a Control Interest in a Minor League Club to any entity that has an ownership interest in another Club in the same League. Further, the President of the Minor League Association may disapprove a transfer of a Control Interest in a Minor League Club to an entity that owns other Minor League Club interests if the President of the Minor League Association concludes that the transfer may create conflicts within the Minor League Association or the Minor League Association Board of Trustees, or if assets of one franchise are pledged to secure indebtedness incurred to purchase an interest in another franchise. Finally, the President of the Minor League Association may disapprove the transfer of an ownership interest in a Minor League Club to persons having agency relationships with players, owners or other employees of Major or Minor League Clubs.

(C) **Financial Viability.** All proposed new owners of Minor League Clubs must demonstrate to the satisfaction of the President of the Minor League Association that the franchise:

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(i) Has and can maintain an equity-to-liabilities ratio of at least 55 to 45.

(ii) Has a ratio of current assets to current liabilities of at least 1.0 after any injection of capital by the new owner.

(iii) Has prepared Cash Budgets, Pro Forma Sources and Uses of Funds Statements, Pro Forma Financial Statements, or a business plan based on reasonable assumptions that shows the franchise will be able to fund the three-year operating budget described in Rule 54(a)(4)(A)(v).

(iv) In determining equity-to-liabilities ratio, the following rules apply:

(aa) Non-current baseball assets are reflected in the calculations at the greater of the amount reported in the Club's financial statement or \$4,000,000 (AAA), \$2,500,000 (AA), \$1,000,000 (A) and \$750,000 (Short A/Rookie).

(bb) All deferred revenues are excluded from the ratio calculation. This is accomplished by reducing both assets and liabilities by the amount of deferred revenues reported.

(cc) For non-current, non-baseball assets, where appraisals are not available, historical cost is used as the basis of the asset.

(dd) Debt incurred for stadium acquisition or improvements (including video displays, scoreboards, etc.) is excluded from liabilities in the calculations.

(ee) Loans or advances from stockholders, partners, etc. are considered to be equity and, therefore, are excluded from liabilities in the calculations.

(ff) Loans or advances to stockholders, partners, etc. are considered to be equity reductions and, therefore, excluded from assets in the calculations unless it can be demonstrated by the Club that the amounts will be repaid within a reasonable time period. In these instances, the loans or advances will be considered noncurrent, non-baseball assets for 55-to-45 purposes.

(D) **Subsidiary or Family Relationships.** In determining whether to approve a Control Interest transfer, the President of the Minor League Association may

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consider whether ownership of a Minor League Club by a corporate subsidiary or relative of another owner might create a conflict of interest or is otherwise not conducive to sound operations. The President of the Minor League Association also may disapprove the transfer of a Control Interest in a Minor League Club to a relative of a person who would be subject to disapproval under this Rule 54.

(E) Local Ownership and/or Management. A prospective new owner of a Minor League Club also must establish that the franchise would be owned and/or managed by individuals with strong ties to the local community. This local ownership and/or management is necessary to assure an adequate local playing facility, solid fan support and long-term local government support. Moreover, the local ties of the new owner must be such that he or she has a strong interest in maintaining the stability of the franchise in its existing location. Any intent to relocate the franchise also must be stated.

(F) Gambling Interests. The President of the Minor League Association shall disapprove any transfer of any interest in a Minor League Club to a person or entity that has any ownership interest whether direct or indirect, or as sole proprietor, shareholder, member, general or limited partner, trustee, trust beneficiary, or other beneficial owner, management ties to or relationships that create an appearance of ownership or control of (including, without limitation, landlord-tenant relationships) Legalized Gaming Enterprises (as defined in this Rule 54(a)(5)(F)). Notwithstanding the foregoing, such prohibition shall not be applicable to any investment interest in a Legalized Gaming Enterprise or Permitted Lottery (as defined in this Rule 54(a)(5)(F)) that does not represent in excess of 1% of any class of securities (or class of other ownership interests) of such entity. In addition, such prohibition shall not apply to the breeding and ownership of racehorses. The foregoing exceptions set forth in this Rule 54(a)(5)(F) shall not apply to any Legalized Gaming Enterprises that allow, or are seeking to allow, betting on professional or amateur sports or any other game that involves or refers to professional or amateur sports in any manner. As used in this Rule 54(a)(5)(F) and in Rule 54(a)(6):

- (i) "Legalized Gaming Enterprises" shall include all entities that are engaged, directly or indirectly, in legalized gambling operations, including, without limitation, casinos, jai alai frontons, horse or dog race tracks, off-track betting organizations, gaming enterprises operating on riverboats and Indian reservations, and bingo parlors, as well as all entities or governmental authorities that own, operate, oversee or otherwise exercise any ownership or managerial control over any such

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entity (but shall not include “Permitted Lotteries,” as defined in Rule 54(a)(5)(F)(ii)); and

(ii) “Permitted Lotteries” shall include any federal, state or provincial lottery that does not offer, promote or have any involvement, whether direct or indirect, in any form of sports betting.

(6) No Minor League Club, nor any owner (whether direct or indirect, or as sole proprietor, shareholder, member, general or limited partner, trustee, trust beneficiary, or other beneficial owner), officers, directors or employees (whether full-time, part-time or seasonal) of a Minor League Club shall acquire or maintain an ownership interest in, management ties to or relationships that create an appearance of ownership or control of (including, without limitation, landlord-tenant relationships) Legalized Gaming Enterprises. Notwithstanding the foregoing, such prohibition shall not be applicable to any investment interest in a Legalized Gaming Enterprise or Permitted Lottery that does not represent in excess of 1% of any class of securities (or class of other ownership interests) of such entity. In addition, such prohibition shall not apply to the breeding and ownership of racehorses. The foregoing exceptions set forth in this Rule 54(a)(6) shall not apply to any Legalized Gaming Enterprises that allow, or are seeking to allow, betting on professional or amateur sports or any other game that involves or refers to professional or amateur sports in any manner. “Legalized Gaming Enterprise” and “Permitted Lottery” are defined in Rule 54(a)(5)(F) (Gambling Interests).

(7) If the President of the Minor League Association determines that a proposed Regulated Transaction involves the transfer of an equity interest but is not a Control Interest transfer, the President of the Minor League Association shall require the Minor League Club to provide such information about the potential non-Control Interest owner or owners that the President of the Minor League Association shall reasonably request, which shall include, but not be limited to, the information described in Rules 54(a)(4)(A)(iii), (iv), (vi), (vii), (viii) and (x).

(8) Authority of the Commissioner. In recognition of the interest of Major League Baseball in the sound operations of Minor League Clubs, the President of the Minor League Association shall furnish the Commissioner or the Commissioner’s designee all documents and other information related to a proposed Regulated Transaction requested by the Commissioner or the Commissioner’s designee and shall consult with the Commissioner or the Commissioner’s designee before making a decision on the question of approving such a transfer. The Commissioner and the Commissioner’s designee shall treat such documents and other information as confidential except that they may be disclosed to the Major League Club party to a PDC with the Minor League Club involved in the proposed transfer. The

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Commissioner or the Commissioner's designee may disapprove a Regulated Transaction approved by the President of the Minor League Association if the Commissioner or the Commissioner's designee previously had recommended that the President of the Minor League Association disapprove the Regulated Transaction, or may reverse a decision by the President of the Minor League Association that a Regulated Transaction is not a Control Interest transfer, if in either case the Commissioner or the Commissioner's designee concludes that

- (A) the President of the Minor League Association failed in some material respect to adhere to the review and approval procedures in this Rule 54;
- (B) the President of the Minor League Association abused his or her discretion in applying the standards in this Rule 54 governing review and approval of Regulated Transactions or in determining that a Regulated Transaction is not a Control Interest transfer; or
- (C) a failure to subject a Regulated Transaction to the Control Interest transfer disclosure and review procedures in this Rule 54 is not in the best interests of Baseball or the Regulated Transaction itself is not in the best interests of Baseball.

If the Commissioner or the Commissioner's designee disapproves a Regulated Transaction or reverses a decision that a Regulated Transaction is not a Control Interest transfer under this Rule 54, the Commissioner or the Commissioner's designee shall do so in writing as promptly as permitted by the circumstances and explaining the bases for such disapproval or reversal. The Commissioner or the Commissioner's designee shall be deemed to have approved the transaction if such disapproval or reversal, as the case may be, is not delivered, by facsimile or otherwise, to the Minor League Association within

- (D) 30 days, in the case of a Regulated Transaction that is not a Control Interest transaction, or
- (E) 60 days, in the case of a Control Interest transaction,

as measured from the time that the Commissioner or the Commissioner's designee receives complete information in regard to the proposed Regulated Transaction (including the approval of the Minor League Association, in the case of a Regulated Transaction that is not a Control Interest transaction, or written notice from the Minor League Association that it is prepared to approve the transaction, in the case of a Control Interest transaction), unless a request for an extension of time is granted. The Minor League Association shall grant requests for reasonable

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extensions of time when the Commissioner or the Commissioner's designee makes good faith requests (i.e., requests not made for purposes of delay) to the President of the National Association for extensions of time based upon the need for more information, the existence of unusual circumstances (which may or may not relate to the particular transaction being considered) or other good cause. In exercising authority under this Rule 54, the Commissioner and the Commissioner's designee shall act in good faith and shall endeavor to preserve the full value of Minor League franchises.

(b) MONITORING CONTINUED FINANCIAL VIABILITY OF MINOR LEAGUE CLUBS.

(1) Disclosures of "Control Interest" Transactions. Each Minor League Club must provide the President of the Minor League Association with copies of all loan agreements, stadium leases, television or radio rights contracts, concession contracts having a potential duration of more than one year (including any options or renewals) and all contracts having a potential duration of five years or longer (including any options or renewals). In addition, all Minor League Clubs must provide the President of the Minor League Association with copies of all contracts involving a potential sale of an equity interest.

(2) Disclosures of Ownership Interests. Each Minor League Club annually must provide the Commissioner and the President of its Minor League Association with completed forms prescribed by agreement of the Commissioner and the President of the Minor League Association for reporting business ownership interest information on all persons or entities having an ownership interest in the franchise. The information disclosed shall include the extent of ownership interests in all professional baseball franchises and all business activities outside professional baseball but would not require the disclosure of personal financial information beyond the extent of such ownership interests.

(3) Maintenance of Sound Equity-to-Liabilities Ratios. Each Minor League Club annually must provide the Commissioner and the President of its Minor League Association with documentation establishing its equity-to-liabilities ratio. If the disclosed equity-to-liabilities ratio (as defined in Rule 54(a)(5)(C)(iv)) is less than 55 to 45, then the franchise is not in compliance with this Rule 54. The President of the Minor League Association shall calculate the level of the noncompliance and order a pro rata reduction of the level of noncompliance over a period which shall be no longer than three years. A failure at any point during this period to make a scheduled pro rata reduction in the equity-to-liabilities ratio shall subject the franchise to the penalties provided in this Rule 54 if compliance is not achieved within 60 days after notice of such failure.

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(4) Annual Financial Disclosures. Within 90 days of the close of its fiscal year, each Minor League Club annually must disclose the financial information described in this Rule 54(b)(4) to the persons or entities specified in this Rule 54(b)(4) (except as the Commissioner may waive such disclosures if and to the extent the Commissioner determines that uniform and adequate disclosures may be achieved in some less onerous manner).

(A) Audited Financial Statements. At the Commissioner's request, a Minor League Club shall cooperate in the preparation (by a firm of Certified Public Accountants selected by the Commissioner) of an audited financial statement covering the Club's operations for the fiscal year that includes the most recent championship season. As part of its obligation to cooperate with the firm of Certified Public Accountants selected by the Commissioner, the Minor League Club shall prepare a financial statement and provide the firm with access to all of its financial books, records and other relevant documents, including but not limited to the following:

- general ledger
- payroll registers
- cash receipts and disbursements journals
- tax returns, for past three years
- leases
- debt agreements (including lines of credit, letters of credit, etc.)
- employment contracts
- payroll tax information
- television and radio broadcast contracts
- pension and profit sharing agreements
- advertising agreements
- fixed asset records including leaseholds
- barter arrangements
- all insurance contracts
- concession agreements
- naming rights agreements
- bank statements
- accounts receivable registers
- support for real estate and property tax assessments
- agreements with municipality regarding stadium use
- travel and entertainment detail
- contracts and details regarding arrangements with owners and other related parties
- minutes of board of directors, stockholders and board committee meetings

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- letter(s) from outside counsel regarding legal status
- purchase and sales commitments
- stadium suite contracts
- parking contracts
- details of Club ownership
- supporting documentation for expenditures made by Club
- results of year-end physical inventory, with documentation
- ticket manifests
- box office settlement sheets

Upon completion, the audited financial statement shall be submitted to the Commissioner, the President of the Club's Minor League Association and the Minor League Club and shall be kept confidential by the persons or entities to which they are disclosed. The cost of auditing the financial statement shall be borne entirely by the Office of the Commissioner. If the Commissioner requests an audit of an individual Minor League Club, the Commissioner also shall request audits of all other Clubs in the League.

(B) Standard Financial Reports. All Minor League Clubs also shall submit standard financial reports on the form appended to these Rules as Attachment 54 to the Commissioner and the President of its Minor League Association. The Commissioner may prepare consolidated statements (without names of particular Clubs) from the standard financial reports and may disclose the consolidated statements to Minor Leagues, and to Major and Minor League Clubs, but not to the public.

(5) Penalties for Noncompliance. A Minor League Club that fails to make any disclosure or scheduled pro-rata reduction required by this Rule 54 in a timely manner shall be fined and/or subjected to such other penalties as the President of the Minor League Association may determine are appropriate, including but not limited to a fine assessed against such Club or its Owner in an amount not in excess of \$50,000. In cases of failures to comply that are promptly cured, the President of the Minor League Association may waive the imposition of such fines or penalties. In any case of repeated failures or a single egregious failure, the President of the Minor League Association may, after investigation, order the Owner to divest his or her interest in the franchise. The Commissioner may act to impose a fine or penalty, that the Commissioner deems appropriate, if the Commissioner concludes in good faith that the President of the Minor League Association abused his or her discretion in enforcing compliance with the requirements of this Rule 54.

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Rule 55

MINOR LEAGUE FREE AGENCY

(a) ELIGIBILITY FOR FREE AGENCY. At 5 p.m. Eastern Time on October 15 or on the fifth day following the last day of the World Series, whichever is later, of the last year of a player's Minor League Uniform Player Contract, the player's Minor League Uniform Player Contract shall expire and the player shall become a "Minor League free agent" unless the player's Major or Minor League Club has remaining options to renew the contract. As a "Minor League free agent," the player may negotiate and enter into a contract with any Major or Minor League Club beginning on the first day that year that a Major League free agent is eligible to sign with a different Major League Club upon expiration of the player's Major League contract.

(b) SUCCESSOR CONTRACT. A player shall not become a "Minor League free agent" if the player has entered into a successor contract with the player's Major or Minor League Club or has been placed on the Major League Reserve List before the expiration of the player's Minor League Uniform Player Contract on the date described in Rule 55(a) (Eligibility for Free Agency). No negotiations for a successor contract may take place before the completion of the Minor League player's championship season and playoffs or after 5 p.m. Eastern Time on the date the player's Minor League Uniform Player Contract expires, as set forth in Rule 55(a) (Eligibility for Free Agency).

(c) LIST OF ELIGIBLE PLAYERS. On or before August 1 of each year, the Commissioner or the Commissioner's designee shall prepare and circulate a list of all players (on both Major and Minor League Reserve Lists) whose Minor League Uniform Player Contracts have expired or are scheduled to expire following that season. This list shall be circulated immediately to all Major League Clubs and independent Minor League Clubs. All players on the list also shall be notified promptly that they may be eligible to become "Minor League free agents" on the following date described in Rule 55(a) (Eligibility for Free Agency).

(d) PETITIONS FOR CHANGES TO LIST. If a player believes that the player was erroneously omitted from the list circulated by the Commissioner, the player may petition the Commissioner at any time for a determination that the player is eligible to become a "Minor League free agent" as of the date described in Rule 55(a) (Eligibility for Free Agency). If a Major or Minor League Club believes that a player that it has under contract has been improperly included on the list circulated by the Commissioner, it may petition the Commissioner for a determination that its Minor League Uniform Player's Contract with the player will not terminate on the following date described in Rule 55(a) (Eligibility for Free Agency) and that the player is therefore not eligible to become a

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“Minor League free agent.” The decision of the Commissioner or the Commissioner’s designee regarding such a petition by a player or a Major or Minor League Club shall be final and shall not be challenged in any federal or state court, administrative agency or other tribunal.

(e) **FINAL LIST.** As soon as practicable after the date on which the player’s Minor League Uniform Player Contract expires, as set forth in Rule 55(a) (Eligibility for Free Agency), the Commissioner or the Commissioner’s designee shall issue to all Major League Clubs and independent Minor League Clubs a list of all players who have become “Minor League free agents” on the date described in Rule 55(a) (Eligibility for Free Agency).

(f) **RESTRICTIONS ON OUTRIGHTING POTENTIAL MINOR LEAGUE FREE AGENT.** A Club is not permitted to assign outright a player who is a potential Minor League free agent to the roster of a Minor League Club on or after the date described in Rule 55(a) (Eligibility for Free Agency) unless such player has signed a Major League contract for the next season or has signed a letter of agreement with such Club describing the terms of a Major League contract for the next season.

Rule 56

STANDARD PLAYER DEVELOPMENT CONTRACT

(a) **EXCLUSIVITY.** In order for any Major League Club and any Minor League Club (including a Rookie League Club) to establish or maintain any form of working agreement or other contractual relationship, they both must sign a standard form letter (a copy of which is appended to these Rules as Attachment 56) binding them both to the terms and conditions of the standard Player Development Contract (“PDC”) set forth in this Rule 56. This standard PDC shall be the one and only form of working agreement or contract permitted between Major and Minor League Clubs. This standard PDC shall apply to all Major and Minor League Clubs (including Rookie League Clubs) regardless of their current contractual status, and the terms of this standard PDC shall automatically be substituted for the provisions of any existing PDC, working agreement or other contract between a Major and Minor League Club that by its terms otherwise would remain in effect after the 1990 season.

Any oral or written additions or amendments to the agreement between a Minor League Club and Major League Club(s) as represented by this standard PDC shall be null and void, and neither party to a PDC shall provide the other with money, equipment, services or any other forms of consideration in excess of the obligations prescribed by this standard PDC. No Major or Minor League Club may, directly or indirectly, provide, offer,

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request or solicit any economic benefits to or from a Major or Minor League Club different from the terms of this standard PDC in connection with the establishment, extension or maintenance of a PDC, nor may any Major or Minor League Club provide, offer, request or solicit any inducement related to the playing of exhibition games in connection with the establishment, extension or maintenance of a PDC. The Commissioner shall impose a fine of \$500,000 on any Major League Club, and the President of the Minor League Association shall impose a fine of not more than \$100,000 on any Minor League Club, that attempts to add to or alter this standard PDC in any way and/or to provide, offer, request or solicit any economic benefit (including any money, equipment, services or other forms of consideration) in excess of the obligations in this standard PDC.

If a single Minor League Club desires to establish or maintain a working agreement or other contractual relationship with two or more Major League Clubs, it must enter into a single standard PDC with those two or more Major League Clubs. The rights and obligations of a Minor League Club that is party to a single standard PDC with two or more Major League Clubs shall be the same as if it were party to a standard PDC with only one Major League Club. The aggregate rights and obligations of the two or more Major League Clubs that are party to a single PDC with a Minor League Club shall be the same as those of a single Major League Club that is party to a PDC. The two or more Major League Clubs may allocate their rights and responsibilities under the PDC between or among themselves as they see fit.

A Major League Club may, through ownership or a PDC, affiliate with no more than one Minor League Club per Minor League, or per full-season Class A sub-classification, unless the Commissioner, after having consulted with the President of the Minor League Association, provides prior consent to the affiliations proposed by the Major League Club. The Commissioner may terminate, in the Commissioner's discretion, a PDC of a Major League Club in any Minor League, or in any full-season Class A sub-classification, in which the Major League Club is party to more than one PDC. Such right of termination, if exercised, would be effective at the conclusion of the championship season designated in the Commissioner's notice. The Major and Minor League Clubs affected by such termination shall be notified as part of Step 2 of the PDC affiliation process, as described in Major League Rule 56(d) (Negotiation of New PDC Affiliations), and termination of a PDC in accordance with this Rule 56(a) shall not affect the parties' rights and obligations under Article VII of the Professional Baseball Agreement.

(b) APPLICABLE AUTHORITY AND INCORPORATED AGREEMENTS. The Major League Rules and Professional Baseball Agreement ("PBA"), including all subsequent amendments to those documents, shall immediately be incorporated (as if set

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forth verbatim) in all PDCs between Major and Minor League Clubs. All references in a PDC to a “Rule” or “Rules” are to the applicable Major League Rules.

(c) DURATION AND TERMINATION. No PDC may have a term extending beyond the expiration of the PBA and the rights and obligations of all parties to a PDC shall terminate (and be of no force and effect) as of the expiration of the PBA. The term of all PDCs between individual Major League Clubs and individual Minor League Clubs shall be either two years or four years, except that a PDC expiring at the end of the season in a year in which the PBA may be and is reopened for termination at the end of the following season may be followed by a one-year PDC covering the following season. If neither party to a PDC terminates the PDC in accordance with Rule 56(d) (Negotiation of New PDC Affiliations), the PDC shall automatically be renewed for a two-year term (or a one-year term, if the PBA is to terminate at the end of the following season).

(d) NEGOTIATION OF NEW PDC AFFILIATIONS. Major League and Minor League Clubs may terminate their PDCs in the final year of the term of such PDCs only in accordance with procedures that follow.

(1) Between the conclusion of the Minor League Club’s championship season and September 11 of the final year of the term of its PDC, a Major League Club or a Minor League Club shall have the right to give written notice of its intention to terminate its PDC only to the Commissioner (in the case of the Major League Club), or only to the President of the Minor League Association (in the case of the Minor League Club). The fact that such notices are given shall not be disclosed by the Clubs, the Commissioner or by the President of the Minor League Association except in accordance with this Rule 56. Failure to give such notice shall make the Club ineligible to terminate its PDC. After being informed of a Major League Club’s intention to terminate a PDC, the Commissioner may direct the Major League Club not to terminate the PDC if the Commissioner determines that such a termination would prejudice the interest of a Major League, another Major League Club, a Minor League Club or a Minor League. In any such case the Major League Club shall be ineligible to terminate its PDC.

(2) Between September 12 and September 15 of any year in which they receive notices of intention to terminate PDCs, the Commissioner and the President of the Minor League Association shall notify all Clubs that are the subject of such notices of the identities of other such Clubs whose respective PDC affiliations that are subject to termination involve the same classification or subclassification of play except that there shall be no identification of Major League Clubs that gave such notices but were directed by the Commissioner not to terminate, or of Major or Minor League Clubs that subsequently have withdrawn such notices.

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MLR 56(d)

(3) Between September 16 and September 30 of the last year of the term of their PDCs, the Clubs receiving notification from the Commissioner and the President of the Minor League Association in accordance with Rule 56(d)(2) may discuss the possibility of a new PDC relationship with other such Clubs (including their current PDC affiliate) for an affiliation at the same classification (or same subclassification) of League play, and may agree to enter into such affiliations. Discussions and agreements in accordance with this Rule 56(d)(3) shall not be considered tampering.

(4) On or before October 7, any Clubs that have not agreed to enter into PDCs in accordance with Rule 56(d)(3) must enter into PDCs with one another, or have their PDCs renewed in accordance with Rule 56(c) (Duration and Termination) in the case of Clubs that are parties to the same PDC. If multiple Clubs remain that have not agreed to enter into new PDCs, the Commissioner shall determine, after consultation with the President of the Minor League Association, appropriate affiliations, taking into account the Major League Clubs' player development needs in terms of the ages and experience of its players, the Clubs' respective locations, the Clubs' respective relationships, and equitable considerations, including the effect of a new affiliation on the Minor League Clubs' fan support.

(5) PDC affiliations to which Clubs agree in accordance with Rule 56(d)(3), or that are determined in accordance with Rule 56(d)(4), shall result in the termination of those Clubs' existing PDCs effective September 30 of the final year of the term of their PDC, and shall require that those Clubs enter into new PDCs as so agreed or determined by execution of the standard form letter of agreement set forth in Rule 56(a), effective immediately upon such termination.

(6) No Major League Club may attempt to persuade or induce a Minor League Club whose PDC has terminated to enter into a new PDC by providing or offering to provide, directly or indirectly, economic benefits to the Minor League Club different from the terms provided for in this Rule 56, or by offering any inducement related to the playing of exhibition games, nor may the Minor League Club directly or indirectly request such economic benefits.

(7) Upon complaint by a Major League Club that a Minor League Club has entered into a new PDC with another Major League Club (either the Major League Club with which it had the PDC that was terminated or a Major League Club with which it is newly affiliated) under which the Minor League Club receives economic benefits (including the playing of more exhibition games) that are superior to those provided under the Minor League Club's expired PDC, the Commissioner shall investigate whether the preceding paragraph was violated. The fact that the number of exhibition games played has changed from the prior PDC to the new PDC may be cited by either party as evidence, and the Commissioner

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MLR 56(d) to 56(e)

may treat such fact as circumstantial evidence. If a violation of Rule 56(d)(6) is found, both the Minor League Club and Major League Club shall be subject to the penalties in Rule 56(a) (Exclusivity) for providing “money, equipment, services or other forms of consideration in excess of the obligations prescribed by this standard PDC.”

PDC REAFFILIATION TIMELINE:

Timetable

STEP 1: Clubs notify their respective central office of their intent to seek reaffiliation. In the case of a Major League Club, notification is made only to the Office of the Commissioner. In the case of a Minor League Club, notification is made only to the President of the Minor League Association.	End of championship season to 9/11
STEP 2: The Office of the Commissioner and the President of the Minor League Association give notice to all Clubs seeking reaffiliation, providing a list of Clubs in the same classification or sub-classification that are eligible for a PDC affiliation and that are the subject of a notice of a desire to reaffiliate.	9/12-9/15 (4 days)
STEP 3: Clubs receiving notification from the Office of the Commissioner or President of the Minor League Association may discuss the possibility of a new PDC relationship with other such Clubs (including their current PDC affiliates) for an affiliation at the same classification or sub-classification.	9/16-9/30 (15 days)
STEP 4: Clubs that have not agreed to enter into a PDC arrangement or renew an existing PDC arrangement will be assigned PDC affiliations by the Office of the Commissioner and the President of the Minor League Association.	On or before 10/7

(e) OTHER AFFILIATION CHANGES. If a Major League or Minor League Club desires to change its PDC affiliation during the term of a PDC, the Club shall notify in writing the Commissioner and the President of the Minor League Association of its desire to change affiliations. A Major League or Minor League Club may not inform or contact any other Major League or Minor League Club concerning its desire to change affiliations. Upon receiving a notice of desire to change affiliation from a Major League or Minor League Club, the Commissioner and the President of the Minor League Association shall

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MLR 56(e) to 56(f)

use their best efforts to arrange a new affiliation for the Major League or Minor League Club requesting the change. Any attempt during the term of a PDC by a Major League or Minor League Club to secure a change in PDC affiliation during the term of a PDC other than through the procedures in this Rule 56(e) shall be considered a violation of the rules against tampering.

(f) ASSIGNABILITY. A PDC shall be assignable by the Major League Club(s) that originally enters into the PDC, or by any Major League Club(s) to which the PDC is subsequently assigned, only in the following situations:

- (1) If a Major League Club desires to reduce the overall number of its Minor League affiliates by assigning a PDC to another Major League Club;
- (2) If a Major League Club desires to increase or decrease the number of its Minor League affiliates in a particular classification or subclassification and wishes to assign a PDC to another Major League Club in order to effect such a reconfiguration of its Minor League system; or
- (3) If the Commissioner determines that the player development needs of an existing Major League Club (taking into account geography, the age and experience of the Club's Minor League players, travel burdens, and the configuration of the Club's Minor League system) would be served by an assignment of the Club's PDC to another Major League Club.

A PDC that is supported by the Major League Central Fund also may be freely assigned to a Major League Club or Clubs. A Major League Club or Clubs may assign a PDC to the Major League Central Fund in emergency circumstances, including, but not limited to, extreme financial difficulties of the Major League Club or Clubs, with the prior approval of the Major League Executive Council.

In the event a PDC is assignable pursuant to this Rule 56(f), the Major League Club (or Clubs) wishing to assign the PDC shall notify the Commissioner (or the Commissioner's designee) and the President of the Minor League Association on or before October 15 of its (or their) desire to assign the PDC for the next championship season and beyond, if applicable. The Commissioner (or the Commissioner's designee) shall determine if another Major League Club wishes to be assigned the PDC. A Major League Club may not contact any other Major League Club concerning its desire to assign a PDC without the prior written approval of the Commissioner or the Commissioner's designee. Any assignment of a PDC permitted by this Rule 56(f) must occur, and notice must be given to the affected Minor League Club, prior to November 1 of the year before the season for which the change in affiliation will be effective.

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MLR 56(g)

(g) RIGHTS AND OBLIGATIONS. The respective rights and obligations of the Minor League Club and the Major League Club(s) under the standard PDC are as follows:

(1) Roster of Minor League Club. The Major League Club shall provide, and maintain throughout the regular and any post-season play, an active roster of skilled players for the Minor League Club in accordance with the Active List limits in Rule 2. The players so provided shall be under contract exclusively to the Major League Club and reserved only to the Major League Club. The Minor League Club shall respect, be bound by, abide by and not interfere with all contracts between the Major League Club and the players that it has provided to the Minor League Club. In accordance with Rule 2, the Major League Club also shall file and maintain all player lists for the Minor League Club.

(2) Promotional Appearances and Pictures of Players. As to players assigned, transferred, loaned, leased, or otherwise directed by the Major League Club to perform as a member of the active roster of any Minor League Club, the Major League Club grants to the Minor League Club a non-exclusive, royalty-free license to exercise the rights that the Major League Club is authorized to exercise pursuant to paragraphs XIII (Promotion of Baseball) and XIV (Pictures of Player) of the Minor League Uniform Player Contract (see Attachment 3). The Minor League Club grants to the Major League Club a non-exclusive royalty-free license for non-royalty-bearing promotional purposes to use the marks of the Minor League Club in connection with or with respect to such player's name, picture and likeness and other attributes that the player authorized the Major League Club to exercise pursuant to paragraph XIV of the Minor League Uniform Player Contract, subject to such quality control standards that the Major League Clubs apply to reviewing items bearing their own marks.

(3) Assignments, Transfers and Directions to Perform. In accordance with these Rules, a Major League Club may assign, direct, designate or otherwise transfer any player to the various players lists that it files and maintains for the Minor League Club. The Major League Club also may assign, direct, designate or otherwise transfer the contract of any player on the various player lists that it files and maintains for the Minor League Club to any other Major or Minor League Club. The Minor League Club shall not interfere with, limit or restrict the Major League Club's right to assign, direct, designate or otherwise transfer the contract of any player on the various player lists that it files and maintains for the Minor League Club to any other Major or Minor League Club, except that no more than three players under contract to a Major League Club other than the Major League Club or Clubs that is or are party to a PDC may be assigned, directed, designated or otherwise transferred at any one time to the roster of the Minor League Club.

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MLR 56(g)

(4) **Managers, Coaches, Instructors and Trainers.** The Major League Club shall have the sole right to select and employ, and the sole obligation to compensate and provide benefits for, the manager, coaches, instructors and trainers for the Minor League Club. All of these individuals shall be under contract exclusively with the Major League Club. The Major League Club shall consult with the Minor League Club prior to selecting and employing the manager assigned to the Minor League Club.

(5) **Allocation of Team-Related Expenses.**

(A) **Salaries and Other Compensation.** The Major League Club is responsible for the payment of all obligations to or for the benefit of all players assigned, transferred, leased or loaned to, or otherwise directed to play for, or otherwise assigned to any list of, the Minor League Club, including all salary and other compensation, responsibility for all benefits, payroll taxes, worker's compensation coverage, unemployment insurance coverage, and any other benefits or taxes associated with players' employment.

(B) **Spring Training.** The Major League Club shall pay all spring training expenses for the Minor League Club's team, at a site and for a period to be designated by the Major League Club, including the travel expenses of team personnel reporting to the training camp, the travel expense from the training camp to the city where the team is scheduled to open the season, and the hotel and meal allowances of the team in such city from date of arrival through the day preceding the official opening of the season.

(C) **Travel.** The Major League Club shall pay all travel expenses of any team personnel to his or her home by air coach or other transportation with equivalent fare if the employee's contract with the Major League Club requires such payment. The Major League Club shall pay all travel expenses of their employees arising from assignment of their contracts or the assignment, loan or transfer of such employees to another Major or Minor League Club.

(D) **Uniforms.** The Minor League Club shall furnish a sufficient number of uniforms for all on-field team personnel assigned, transferred, leased or loaned to or otherwise directed to play or perform services for the Minor League Club. The uniforms shall be of at least the same quality as were provided during the 1997 season. The Commissioner's Office and the Minor League Association may establish minimum uniform requirements for Minor League Clubs. Major League Clubs shall receive reasonable notice of changes to a Minor League Club's uniforms. The Minor League Club shall keep its uniforms in good repair and shall have them cleaned when needed. Inventory of uniforms existing in 1997 shall become the property of the respective Minor League Clubs.

MAJOR LEAGUE RULES

MLR 56(g)

(E) Bats and Balls. The Major League Club and the Minor League Club that are parties to a PDC shall share in the cost of bats and balls as follows:

(i) The Major League Club shall order, ship and pay for all bats and balls necessary for use by the Minor League Club.

(ii) The Commissioner or the Commissioner's designee, and the Minor League Association, shall establish bat and ball distribution guidelines for implementation by the Minor League Club.

(iii) Each Minor League Club shall provide, subject to the approval of the Major League Club (which approval shall not be unreasonably withheld), an on-site equipment manager.

(iv) All costs (bats and balls actually used and equipment managers) shall be split between the Major League Club and the Minor League Club. The Major League Club shall invoice the Minor League Club for the percentage of total costs due to the Major League Club. The Minor League Club may offset the appropriate percentage of costs it incurred for equipment managers. The cost of shaggers used, if any, shall be the sole responsibility of the Minor League Club. The Minor League Club shall reimburse the Major League Club for its share of total costs on or before October 31 of each year. For costs relating to each Class AAA and Class AA Club, the Major League Club shall pay 66.7% and the Minor League Club shall pay 33.3%. For costs relating to each Club in Class A and in lower classifications, the Major League Club shall pay 75% and the Minor League Club shall pay 25%.

(v) Each Major League Club and each Minor League Club shall certify in writing to the Commissioner and the President of the Minor League Association, on or before October 31 of each year, that the reimbursement has, in fact, occurred. Such certification shall include the amounts reimbursed.

(vi) Season-end inventory shall remain the property of the Major League Club and shall not be charged to the Minor League Club in that year.

(F) Trainer and Medical Supplies. The Major League Club shall provide to the Minor League Club a trainer for the championship season and all reasonable medical supplies for use by such trainer. The Major League Club shall be responsible for the entire cost of the trainer's salary and benefits. The Major League Club shall not be responsible for the purchase of medical supplies by the Minor League Club, unless prior approval is granted.

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MLR 56(g)

(G) Reimbursements. The Major League Club shall reimburse the Minor League Club within seven days of receipt of a statement for the following expense items:

(i) Meal allowances paid by the Minor League Club at the request of the Major League Club, the amount of which allowance shall be determined solely by the Major League Club.

(ii) Hotel expenses on the road for rooms in excess of 17 rooms per night. The Minor League Club shall provide up to four single rooms per night for staff personnel and standard double rooms for all players on the Minor League Club's active roster. A Minor League Club shall not be permitted to lodge with a player any person who is not a member of the Club's traveling party (i.e., manager, two coaches, trainer and players). A Minor League Club shall not in any event be required to pay the expenses of providing rooms for a Major League Club's roving instructors, field coordinators, scouts, or those persons in like positions with the Major League Club who are not regularly assigned to the Minor League Club.

(iii) Reporting and transportation home, including miscellaneous expenses of players, field manager and coach as provided in their Uniform Player Contract; transportation home of trainer; transportation for members of a traveling party fulfilling military reserve or national guard requirements if approved by the Major League Club; as well as any other transportation furnished by the Minor League Club at direction and with approval of the Major League Club.

(iv) Commercial fare air transportation charges while traveling in League for members of a traveling party, if any in excess of 30, at all classifications. The Minor League Club may be reimbursed by the Major League Club for any unused airline ticket purchased for team travel and for which a credit or refund cannot be obtained. The Minor League Club may be reimbursed by the Major League Club for costs above the discount rate for airline tickets already purchased when changes to the traveling party require the purchase of additional tickets at full price. The Minor League Club may not prorate ground transportation for players in excess of classification limit, or for manager, coaches or trainers.

(v) All obligations to be paid by the Major League Club to the Minor League Club under this Rule 56 must be submitted by the Minor League Club to the Major League Club no later than November 30, immediately following the conclusion of the season for which the obligations are to be

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paid in order for the Major League Club to be required to pay those obligations.

(H) The Minor League Club shall provide and pay the cost of local basic telephone service for the field manager's office in both home and visiting clubhouses. The Major League Club shall be responsible for all toll (long distance) and special feature charges.

(I) The Minor League Club is required to either install or make readily available, and maintain, a whirlpool, hydroculator (4-pack minimum) and scale in its home clubhouse, and at least a hydroculator (4-pack minimum) in its visiting clubhouse.

(J) If the Minor League Club wins its League championship, it is responsible for providing post-season awards, such as championship rings, for on-field personnel assigned to the Club, and the Major League Club may, but is not required to, participate in the purchase of such awards.

(6) The Minor League Club shall have the right to recommend that disciplinary action be taken by the Major League Club against any player who is under contract to the Major League Club and who is on the Minor League Club's roster or any of its lists maintained pursuant to these Rules, including the right to recommend assignment to another Club's lists or roster, or that any such player be released. If the Major League Club refuses to take action pursuant to such a recommendation, the Minor League Club may appeal to the Commissioner, who may, acting individually or through a designee, order appropriate disciplinary action, reassignment, transfer or release of the player. The Minor League Club's League President also may take disciplinary action against any player on the roster or assigned to any of the lists of the Minor League Club, subject to the rights of appeal set forth in the Professional Baseball Agreement.

(h) SCHEDULING. The Minor League Club shall be bound by and adhere to the official schedule for its League that has been drafted and approved pursuant to the procedures in Rule 32 (Schedules). Except for re-scheduled make-up games approved by its League President, the Minor League Club shall not play any exhibition, regular or post-season games that are not set forth in the official schedule for its League (except pre-season exhibition or post-season playoff games approved to be played in accordance with these Rules).

(i) PLAYING FACILITY. The Minor League Club must provide a playing facility that complies with Rule 58 or it shall be subject to the sanctions set forth in Rule 58(c) (Failure to Meet Ballpark Standards).

(j) RELOCATION OR CHANGE IN LEAGUE AFFILIATION OF MINOR LEAGUE CLUB. Any proposal by a Minor League Club to relocate or change League

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MLR 56(j) to 57

affiliation must first be approved by the Major League Club with which it has a PDC, or the Major League Club may terminate the PDC. If a Major League Club terminates the PDC pursuant to this Rule 56(j), the Commissioner or the Commissioner's designee and the President of the Minor League Association shall use their best efforts to arrange a new affiliation for the Major League Club whenever possible.

(k) NATIONAL EMERGENCIES. During any national emergency that causes a suspension of Major League or Minor League play, either party to a PDC may suspend its obligations to the other under this Rule 56.

(l) EXTENT OF CLUB'S OBLIGATIONS. Except as specified in the applicable Major League Rules,

- (1) the Major League Club does not assume and shall not have, by implication or otherwise, any obligation or responsibility to the Minor League Club, its Minor League or Minor League Association or with respect to their operations or employees; and
- (2) the Minor League Club does not assume and shall not have, by implication or otherwise, any obligation or responsibility to the Major League Club, or the Commissioner's Office, or with respect to their operations or employees.

(m) NOTICES. Any notices required to be given by the provisions of a PDC or the Major League Rules shall be made by registered or certified mail. The date that the notice actually is sent under this Rule 56(m) shall be deemed to be the date of receipt.

(n) FILING. The Major League Club and Minor League Club shall indicate their assent to the terms of the standard PDC, as well as to the incorporated provisions of the Major League Rules and PBA, by signing a standard form letter, a copy of which is appended to these Rules as Attachment 56. This form letter cannot add to, delete from, or otherwise alter the rights and obligations of the Major League Club and Minor League Club as set forth in this Rule 56. Executed copies of the form letter shall be filed with the Commissioner or the Commissioner's designee, with the President of the Minor League Association, and also with the President of the Minor League Club's League.

Rule 57

TRAVEL STANDARDS FOR MINOR LEAGUE CLUBS

The standards and requirements in this Rule 57 shall govern all travel and lodging that Minor League Clubs provide to active and disabled players, managers, coaches, instructors and trainers.

MAJOR LEAGUE RULES**MLR 57(a) to 57(b)**

(a) TRANSPORTATION. Unless exceptions are granted in writing by the General Manager of the Major League Club whose players are involved, the following standards apply to transportation furnished or arranged by Minor League Clubs:

(1) 500-Mile Limit. Trips by bus in excess of 500 miles shall require the use of an off-day, *i.e.*, a day on which there is no scheduled or make-up game played. Any trips in excess of 500 miles without an off-day shall be by air.

(2) Commuter Trips. All trips to road games in which the Minor League Club travels to and from the road site in one day shall be limited to no more than 100 miles or two hours in each direction.

(3) Approval of Vehicles. If a Minor League Club has a PDC, it must obtain the Major League Club's approval of all vehicles used for the purpose of traveling to road games.

(4) Vans. Minor League Clubs may not use vans for trips that are in excess of 75 miles in each direction.

(5) Flights After Night Games. If a night game was played on the immediately preceding date, a Minor League Club may not schedule an inter-city flight unless it either

(A) has a departure time later than 9:00 a.m.; or

(B) is the latest departing flight scheduled to arrive at least five hours before the start of the game.

(6) Itineraries. Subject to the specific rules set forth above, a Minor League Club with a PDC must request the Major League Club's approval of all itineraries (*i.e.*, scheduled route, type of plane if size and quality of equipment is a concern, and departure and arrival times) for bus, hotel and air travel. Such itineraries must be submitted to the Major League Club for approval at least 15 days before the trip to which it applies.

(b) HOTEL. The Major League Club must approve all hotels used by a Minor League Club that is party to a PDC, which approval shall not unreasonably be withheld in the case of hotels recommended by the Minor League Club. If a Major League Club approves a hotel(s) for use at the home site of a Minor League Club with which it has a PDC, that approval shall be sufficient for all visiting Minor League Clubs.

MAJOR LEAGUE RULES
MLR 58(a) to 58(c)

Rule 58

STANDARDS FOR MINOR LEAGUE PLAYING FACILITIES

(a) STANDARDS. Each Minor League Club must maintain a playing facility that complies with agreed standards. These standards are set forth in Attachment 58. Any variance or waiver may be granted only by both the President of the Minor League Association and the Commissioner or the Commissioner's designee and shall remain in effect only for the time remaining in the current PDC, unless both the President of the Minor League Association and the Commissioner or the Commissioner's designee agree that the variance or waiver involves a structural issue (a category that includes, but is not limited to, the construction of walls and other permanent features of a facility) for which a variance or waiver of longer duration is appropriate. Any variance or waiver granted under this Rule 58(a) may be renewed beyond its expiration for the term of a successor PDC.

(b) MONITORING OF COMPLIANCE. The Commissioner's Office shall employ or otherwise contract for inspectors who will monitor Minor League Clubs' compliance with the agreed playing facility standards, and who will determine the frequency and timing of their inspections.

(c) FAILURE TO MEET BALLPARK STANDARDS. The inspectors shall cite any failures to comply with the agreed standards and shall notify the President of the Minor League Association and the Commissioner or the Commissioner's designee of such noncompliance. The President of the Minor League Association shall consult with the Major League Club that has a PDC with the non-complying Minor League Club, with the Commissioner or the Commissioner's designee and with the Minor League Club itself. The President of the Minor League Association shall determine, in consultation with the Commissioner or the Commissioner's designee, the specific measures the Minor League Club must take to achieve compliance and a timetable for achieving such compliance. The President of the Minor League Association shall then promptly notify such Minor League Club of such measures and timetable. Before the expiration of the required compliance timetable, the Minor League Club may request an extension of the timetable or a variance from the required compliance measures (see Rule 58(a) (Standards)) upon a showing to the President of the Minor League Association of good cause.

If the Minor League Club fails to achieve such compliance with respect to playing field and other team facilities within the time specified and has not received a variance from such compliance, the President of the Minor League Association shall consult with the Commissioner or the Commissioner's designee about appropriate punitive or remedial action against the Club, its owner(s) and/or its League. Such punitive or remedial action may include, without limitation, fines not exceeding \$250,000 and suspensions of Minor

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League Club owners and/or personnel. After consultation with the Commissioner or the Commissioner's designee, the President of the Minor League Association shall then impose such punitive and/or remedial action against the Club, its owner, and/or its League as the President shall determine is appropriate under the circumstances. In addition to other punitive or remedial action that the President of the Minor League Association may impose, if, after investigation and consultation with the Commissioner or the Commissioner's designee, the President of the Minor League Association determines that the Minor League Club has no good cause for its failure, the President of the Minor League Association shall order the PDC voidable at the option of the Major League Club that is party to the PDC, and shall order the ownership of the Minor League Club to divest its interest in the franchise. In the event that there is a finding of good cause, the President of the Minor League Association, after consultation with the Commissioner or the Commissioner's designee, shall issue a timetable for compliance within the shortest possible period.

If either the Major League Club that has a PDC with a Minor League Club that has been cited for noncompliance or the Commissioner's designee believes that the failure by the President of the Minor League Association to impose a penalty constitutes an abuse of discretion, or that a timetable or extension for compliance or a variance given by the President of the Minor League Association constitutes an abuse of discretion, the Major League Club or the Commissioner's designee may certify the dispute for appeal to the Commissioner under Article II of the Professional Baseball Agreement.

Rule 59**LIEN ON TERRITORY**

(a) AMOUNT AND PRIORITY OF LIENS. The amount of a Major or Minor League Club's indebtedness:

- (1)** To its players and for its pro-rata share of its League salary obligations to umpires and to its official scorers or for its pro-rata share of its League indebtedness to official scorers;
- (2)** To other Major and/or Minor League Clubs for, or in connection with, assignments of player contracts, any of its commitments under a PDC or to any Major or Minor League Club or to any Major or Minor League or Minor League Association for money loaned (if such loans have been recorded with the Commissioner and the President of the Minor League Association within 10 days from the date of the loan);

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MLR 59(a) to 60(a)

(3) For obligations due to the Minor League Association of which the Minor League Club's League is a member and for the Minor League Club's pro-rata share of its League obligations to that Minor League Association; and,

(4) For obligations to the Major or Minor League Club's League,

shall become liens against the territory it represents. The liens shall rank in the order or priority stated in Rules 59(a)(1) through (a)(4). Except under such conditions as the President of the Minor League Association may impose, in the case of Minor League Clubs, League membership shall not be extended to any Major or Minor League Club in the debtor Club's territory until such debts are discharged. Liens established under this Rule 59 shall terminate at the expiration of two years from the date they were established. However, one year shall be added to the lien period for each season that membership is extended to a Major or Minor League Club in the territory of the debtor Club.

(b) **DEDUCTIONS.** The Commissioner (in the case of a Major League Club) or the President of the Minor League Association (in the case of a Minor League Club) shall deduct the amount of the debts set forth in Rule 59(a) (Amount and Priority of Liens) from any monies received for the account of or to the credit of the debtor Major or Minor League Club. In the case of a Minor League Club, the President of the Minor League Association shall pay any maintenance charge required by the governing document of the Club's Minor League Association before applying the remainder of the deductions to the payment of the Club's debts.

(c) **EFFECT OF ASSIGNMENTS.** Except as may be authorized by the Commissioner (in the case of a Major League Club) or the President of the Minor League Association (in the case of a Minor League Club), any assignment by a Club of monies due or to become due shall be subject to the provisions of this Rule 59, and shall not constitute any preference or priority contrary to the preferences and priorities in this Rule 59, or otherwise affect any obligation specified in Rule 59(a) (Amount and Priority of Liens) that is of equal or superior priority.

Rule 60

DEFINITIONS

The definitions set forth in this Rule 60 shall apply to the following terms as they are used in the Major League Constitution, the Major League Rules and all documents incorporated into or appended to the Major League Constitution and Major League Rules.

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- (a) The term “Major League” shall refer to the American League and the National League and any other professional baseball league that is recognized as a Major League under the Major League Constitution.
- (b) The term “Major League Club” shall refer to a professional baseball club that plays in a Major League.
- (c) The term “Major League Player” shall refer to a professional baseball player who is on the Major League Reserve List of a Major League Club.
- (d) The term “Minor League Association” shall refer to any association of Minor League Clubs and/or Minor Leagues that is party to an agreement with the Major Leagues and that recognizes the authority of the Commissioner.
- (e) The term “Minor League” shall refer to any domestic or foreign professional baseball league (other than a Winter League) that is party to an agreement with the Major Leagues that recognizes the authority of the Commissioner and that recognizes that such league shall be a Minor League within the meaning of the Major League Rules.
- (f) The term “Minor League Club” shall refer to any professional baseball club that is a member in good standing of a Minor League.
- (g) The term “Club” shall refer to any Major League Club or Minor League Club.
- (h) The term “Minor League Player” shall refer to any professional baseball player who is on a Minor League Reserve List of a Major League Club or who is on the Reserve List of a Minor League Club.
- (i) The term “first-year player” shall refer to any player who has never before signed a Major or Minor League contract.
- (j) The term “Commissioner” shall refer to the individual who holds the office of Commissioner of Baseball pursuant to Article II of the Major League Constitution, or in the absence of a Commissioner, any entity succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- (k) The term “President of a Minor League Association” shall refer to the individual who holds the authority of a chief executive officer under the governing document of a Minor League Association.
- (l) The term “Major League Reserve List” shall refer to the lists filed and maintained by a Major League Club pursuant to Rule 2 of all players, player-managers and player-coaches with whom the Major League Club is party to a Major League Uniform Player’s Contract

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(unless such players have been assigned outright to a Minor League Club) and players whom the Major League Club has promoted to Major League status and also must be tendered Major League Uniform Player's Contracts on or before the following December 2.

(m) The term "Minor League Reserve List" shall refer to the list filed and maintained pursuant to Rule 2 of all players, player-managers and player-coaches with whom a Major or Minor League Club is party to Minor League Uniform Player Contracts, including players under Major League Uniform Player's Contracts who have been assigned outright to Minor League Clubs.

(n) The term "Major League Active List" shall refer to the list filed pursuant to Rule 2 of all players, player-managers and player-coaches who are currently eligible to play in a game for that Major League Club.

(o) The term "Minor League Active List" shall refer to the list filed pursuant to Rule 2 of all players, player-managers and player-coaches who are currently eligible to play in a game for that Minor League Club.

(p) The term "championship season" shall refer to the full schedule of regular-season games that has been approved for a Major or Minor League Club in accordance with the provisions of Rule 32.

(q) The term "Player Development Contract (PDC)" shall refer to the Standard PDC in Rule 56.

(r) The term "independent Minor League Club" shall refer to a Minor League Club that is not owned by a Major League Club and does not have a PDC with a Major League Club or Clubs.

(s) The term "Inactive Lists" shall refer:

(1) with respect to Major League Clubs, to the Disabled, Bereavement / Family Medical Emergency, Suspended, Voluntarily Retired, Restricted, Disqualified and Ineligible Lists; and

(2) with respect to Minor League Clubs, to the Disabled, Suspended, Voluntarily Retired, Restricted, Disqualified, Ineligible and Temporarily Inactive Lists.

(t) The term "Winter League" shall refer to a professional baseball league outside the United States and Canada that plays a schedule of games that begins after August 31 and concludes before the start of the next championship season and that the Commissioner or the Commissioner's designee recognizes as a Winter League. Winter Leagues are not

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Minor Leagues within the meaning of the Major League Rules. Winter League Clubs are not Minor League Clubs within the meaning of the Major League Rules.

ACCEPTANCE

The foregoing Major League Rules having been proposed by the Major League Executive Council pursuant to the provisions of the Major League Constitution, have been duly accepted by the Major League Clubs and the Leagues of the National Association. These Rules are recognized as binding upon all their constituent Clubs and can be amended only as provided in said Major League Constitution and the Professional Baseball Agreement, where applicable.

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ATTACHMENT 3

**MINOR LEAGUE UNIFORM
PLAYER CONTRACT**

I. Parties

The parties to this Minor League Uniform Player Contract are those identified in paragraphs 1 and 2 of Addendum A.

II. Definitions

A. As used in this Minor League Uniform Player Contract, the term “Player” shall refer to the individual identified in paragraph 1 of Addendum A.

B. The term “Major League” shall refer to The American League of Professional Baseball Clubs, The National League of Professional Baseball Clubs and any other professional baseball league that is granted Major League status pursuant to the Major League Agreement (MLA).

C. The term “Major League Club” shall refer to a professional baseball club that is a member in good standing of a Major League.

D. The term “Major League Player” shall refer to a professional baseball player who is on an Active List, Disabled List or other Inactive List of a Major League Club.

E. The term “Minor League” shall refer to any domestic or foreign professional baseball league that, either directly or through membership in an association or other entity, is party to an agreement with the Major Leagues and that recognizes the authority of the Commissioner.

F. The term “Minor League Club” shall refer to any professional baseball club that is a member in good standing of a Minor League.

G. The term “Minor League Player” shall refer to any professional baseball player who is on a Minor League under control list and/or a Minor League Reserve List of a Major League Club and/or any professional baseball player who is on the Active List, Disabled List or other Inactive List of a Minor League Club.

H. The term “Commissioner” shall refer to the individual who holds the office of Commissioner of Baseball pursuant to Article I of the MLA (or, in the absence of a

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Commissioner, any person or entity succeeding to the powers and duties of the Commissioner pursuant to the MLA) or the Commissioner's designee.

I. The term "Club" shall refer to the professional baseball club identified in paragraph 2 of Addendum A, and any other Major League Club or Minor League Club to which this Minor League Uniform Player Contract may be assigned, loaned, leased or otherwise transferred. The term "Club" also shall refer to any Major League Club or Minor League Club for which Player is directed to perform.

J. The terms "Minor League Reserve List" and "Minor League under control list" shall refer to the lists filed pursuant to the Major League Rules of all Minor League Uniform Player Contracts to which that Club holds title.

K. The terms "Major League Reserve List" and "Major League under control list" shall refer to the lists filed pursuant to the Major League Rules of all Major League Uniform Player Contracts that Club holds title to and that Club has placed on the Major League roster.

L. The term "championship playing season" shall refer to the full schedule of regular-season games that has been approved for Club.

M. The term "Minor League Association" shall refer to any association of Minor League Clubs and/or Minor Leagues that is party to an agreement with the Major Leagues and that recognizes the authority of the Commissioner.

III. Recital

The Major Leagues have jointly subscribed to the Major League Agreement (MLA) and the Major League Rules (MLR). The parties agree that they and this Minor League Uniform Player Contract are therefore subject to and governed by the MLA and MLR, which are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim. The Major Leagues are currently party to the Professional Baseball Agreement (PBA) with the National Association of Professional Baseball Leagues (National Association). To the extent that this Minor League Uniform Player Contract is assigned, loaned, leased or otherwise transferred to a Minor League Club which is a member of a National Association League (or the player is directed by the Club to perform for, or report to, such Minor League Club), the parties acknowledge (A) that they and this Minor League Uniform Player Contract are bound by, subject to and governed by the then-existing PBA and any subsequent amendments to that document, and (B) that the then-existing PBA (and any subsequent amendments to that document) are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

To the extent that this Minor League Uniform Player Contract is assigned, loaned, leased or otherwise transferred to a Minor League Club which is not a member of a

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National Association League (or the Player is directed by the Club to perform for, or report to, such Minor League Club), the parties acknowledge (A) that they and this Minor League Uniform Player Contract are bound by, subject to and governed by any agreement(s) and any subsequent amendments to any present or future agreements then in effect between the Major Leagues and the Minor League or Minor League Association of which the Minor League Club is a member and (B) that any such agreements (and any subsequent amendments to any such agreements) are fully incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

IV. Scope

Subject to the provisions of the Basic Agreement applicable to Major League Players performing for Minor League Clubs and/or in Minor Leagues, this Minor League Uniform Player Contract shall set the terms and conditions of Player's employment during all periods in which Player is employed by Club as a Minor League Player. The Basic Agreement and the Major League Uniform Player Contract shall exclusively govern the terms and conditions of Player's employment during all periods in which Player is performing services for Club as a Major League Player. This Minor League Uniform Player Contract therefore shall have no application during any period in which Player is on Club's Major League Active, Disabled or other Inactive List.

V. Agreement

In consideration of the foregoing Recital and Scope provisions, for the mutual representations, promises, covenants and agreements contained herein (including in Addenda A, B and C) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, promise, covenant and agree as follows.

VI. Duration and Conditions of Employment

A. Unless a different term of this Minor League Uniform Player Contract is set forth in Addendum A, Club hereby employs Player to render, and Player agrees to render, skilled services as a Minor League Player in seven (7) separate championship playing seasons, commencing with the beginning of the championship playing season identified in paragraph 3 of Addendum A, or the portion of that regular championship playing season remaining after the execution date of this Minor League Uniform Player Contract, as specified in paragraph 4 of Addendum A, whichever date is later. Unless this Minor League Uniform Player Contract is terminated pursuant to Paragraph XIX, the term of employment shall extend until Player has performed services for Club as a Minor League Player in the requisite total of separate championship playing seasons. For purposes of determining whether Player has performed in the requisite total of separate

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championship playing seasons, Player shall not be deemed to have performed services as a Minor League Player during any championship playing season in which Player is on either the Major League Active List, the Major League Disabled List or other Major League Inactive List (or combination of the foregoing) for the entire season. Player also shall not be deemed to have performed services as a Minor League Player in any championship playing season in which Player is on the Restricted List, Disqualified List, Suspended List, Ineligible List, Voluntarily Retired List or Military List (or combinations of the foregoing) for the entire season. Player also shall not be deemed to have performed services as a Minor League Player in any championship season in which Player withholds services for any portion of the championship playing season or playoff games at the conclusion of that championship playing season. For purposes of determining whether Player has performed services in the requisite total of separate championship playing seasons, service in winter league play shall be excluded.

B. This Minor League Uniform Player Contract obligates Player to perform professional services on a calendar year basis, regardless of the fact that salary payments are to be made only during the actual championship playing season. The salary paid is in part based on considerations in addition to the actual performance of services during the championship playing season. Player therefore understands and agrees that Player's duties and obligations under this Minor League Uniform Player Contract continue in full force and effect throughout the calendar year, including Club's championship playing season, Club's training season, Club's exhibition games, Club's instructional, post-season training or winter league games, any official play-off series, any other official post-season series in which Club shall be required to participate, any other game or games in the receipts of which Player may be entitled to a share, and any remaining portions of the calendar year. Player's duties and obligations shall continue in full force and effect until October 15 of the calendar year of the last championship playing season covered by this Minor League Uniform Player Contract.

C. Player and Club also agree to comply with all decisions of the Commissioner pursuant to the provisions of the MLA and MLR and, to the extent applicable, the PBA or other agreement in effect between the Major Leagues and one or more Minor Leagues or Minor League Associations.

D. Player's physical condition is important to the safety and welfare of Player and to the success of Club. Thus, to enable Player to become properly fit for Player's duties under this Minor League Uniform Player Contract, Club may require Player to maintain Player's playing condition and weight during the off-season and to report for practice and conditioning at such times and places as Club may determine and may require Player to participate in such exhibition games prior to the championship playing season as Club may arrange. Club shall reimburse Player for expenses incurred in traveling from Player's home city to Club's training place and Club shall have the right to select the mode and class of transportation to be used and the route to be taken by Player.

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In the event Player fails to report for practice and conditioning as required, or fails to participate in exhibition games, Club may impose a reasonable fine upon Player in accordance with Paragraph XX and also require Player to become fit for Player's duties to the satisfaction of Club at Player's own expense.

E. Player represents that Player is aware of the Commissioner's Office Policy (the Policy) prohibiting Minor League Players and other Minor League Personnel from using or possessing tobacco or similar products on ballpark premises or during Club travel. Player also agrees that all Policy provisions (and any subsequent amendments, revisions or additions) shall be incorporated in this Minor League Uniform Player Contract as if set forth herein verbatim.

Player further promises that Player will comply fully with all Policy provisions and that Player's obligation to do so is a material term of this Minor League Uniform Player Contract. Player understands and agrees that any violation of the Policy may subject Player to discipline (including, but not limited to, a monetary fine and/or a suspension) under the terms of this Minor League Uniform Player Contract, the MLA and the MLR. Moreover, Player stipulates and agrees that all disputes concerning the Policy and/or Player's compliance with the Policy shall be resolved in accordance with this Minor League Uniform Player Contract, the MLA and the MLR.

VII. Payment

A. For the performance of all of the skilled services by Player and for Player's other promises herein contained, Club will pay Player at the monthly rate set out in Addendum C-1 during the first championship playing season covered by this Minor League Uniform Player Contract. The Player and Club shall attempt annually to negotiate an applicable monthly salary rate for the next subsequent championship playing season covered by this Minor League Uniform Player Contract. Such negotiations shall be in accordance with the applicable provisions of the MLA and, if applicable, the PBA or other agreement in effect between the Major League and one or more Minor Leagues or Minor League Associations. If the Player and Club reach agreement, the agreed-upon monthly salary rate shall be set out in a new Addendum C, and Player agrees to execute same. If the Player and Club do not reach agreement, then the Player's monthly salary rate for the next championship playing season shall be set by the Club, but shall not be less than eighty percent (80%) of the monthly salary rate set out in the most recently executed Addendum C. If the Player's monthly salary rate is set by the Club, that monthly salary rate shall be set out in a new Addendum C, and Player agrees to execute same. Any monthly salary rate set out in any Addendum C shall conform to any applicable minimum salary requirements contained in the MLR. If Player is a foreign national with a nonimmigrant visa, monthly salary rates set out in any Addendum C shall be adjusted upward as necessary to conform with the minimum required salary levels. The

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various Addenda C for this Minor League Uniform Player Contract shall be numbered consecutively, for example, Addendum C-1, Addendum C-2, et cetera.

B. The monthly payments under this Minor League Uniform Player Contract will be made in two (2) semi-monthly installments on the 15th day and last day of the month after the beginning of Club's championship playing season. The obligation to make such payments to Player shall start with the beginning of Club's championship playing season or such later date as Player reports for championship season play. The obligation to make such payments shall end with the termination of Club's championship playing season and any official play-off series in which Club shall participate, or upon the termination of this Minor League Uniform Player Contract, whichever shall occur first. Player shall not be entitled to any payment under this Minor League Uniform Player Contract for any period that Player is on a Major League Active, Disabled or other Inactive List. If Player is in the service of Club for part of Club's championship playing season only, Player shall receive such proportion of the rate set forth above as the number of days of Player's actual employment in any month compares to the number of days in said month.

VIII. Disability of Player

A. If Player is disabled during Club's training season and if this Minor League Uniform Player Contract is terminated during Club's training season as a result of that disability, or if this Minor League Uniform Player Contract is later terminated during the first fourteen days of Club's championship playing season while Player is so disabled, Player shall be paid by Club at the rate of compensation set out in the most recently executed Addendum C for a period of two weeks from the first day of Club's championship playing season. However, if Player is injured during Club's training season and is not released on or before the fourteenth day of Club's championship playing season, Club shall continue to be obligated to pay Player at the rate of compensation set out in the most recently executed Addendum C until the conclusion of Club's championship playing season, or until an earlier date on which Club may give Player an unconditional release.

B. If Player is disabled during Club's championship playing season, that disability shall not impair Player's rights to receive the compensation set forth in subparagraph A of Paragraph VII for a period of fourteen days from the date of such disability if that disability continues for all of such period. It is specifically provided, however, that said fourteen days' period shall not be considered for purposes of determining whether any additional payments may be due Player under any Special Covenants to this Minor League Uniform Player Contract. However, if Player is not released during or at the end of the fourteen days' period, Club shall continue to be obligated to Player for compensation under the terms of subparagraph A of Paragraph VII to the conclusion of Club's championship playing season, or to such earlier date on which Club may give Player an unconditional release.

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C. Club also shall pay all of Player's necessary and reasonable hospital and medical expenses incurred during the term of this Minor League Uniform Player Contract by reason of said disability, which expenses are not paid by worker's compensation insurance or other surgical, medical or hospitalization insurance policy, for the number of days in the period of disability or 180 days, whichever is less. Club, however shall always have the right to select the physician or dentist to perform professional services to be rendered to Player as well as the place of delivery of said services, including hospital, offices or clinic, or to approve the person rendering such services or the place where such services are to be performed if selected by Player.

D. The following conditions are expressly established as conditions precedent to Club's obligation to pay any of the salary provided for in subparagraphs A and B of this Paragraph VIII, or to pay any of the medical or hospital expenses provided for in subparagraph C of this Paragraph VIII:

1. Player's disability must have been a direct and proximate result of an injury sustained in the course and within the scope of Player's employment under this Minor League Uniform Player Contract; and
2. Player must give Club written notice of the place, time, cause and nature of Player's injuries within five (5) days from the date of receiving such injuries or prior to the termination of this Minor League Uniform Player Contract, whichever is earlier. The failure of Player to give such notice shall not impair the rights of Player, as set forth herein, if Club has actual knowledge of such injury to Player; and
3. Player, if requested by Club, must provide Club with written medical proof of Player's disability.

E. Any worker's compensation payments, or any surgical, medical or hospitalization insurance payments received by Player for the period for which Club is paying Player, as specified in this Paragraph VIII, shall be immediately paid by Player to Club. If Player fails or refuses to pay these monies to Club, Club shall deduct the same from any compensation due Player.

IX. Allowance

Club will provide Player during Club's training season and while Club is "abroad" with lodging (if Player is required to remain "abroad" overnight) and the meal allowance required by the MLR. If while "abroad" Club elects to require Player to remain "home" and Player is on Club's Active or Disabled List, Club shall pay Player the meal allowance required by the MLR. No such meal allowance shall be due Player, however, if Player's

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permanent residence is located in the home city of Club or if Player returns to Player's permanent residence while Club is abroad. The terms "home" and "abroad" mean, respectively, at and away from the city in which Club has its home baseball park.

X. Transportation

Club will provide Player with the mode and class of transportation of its choice from "home" to "abroad" games and back. Player agrees to use the mode of transportation furnished by Club to and from all "abroad" games at all times. Club will provide Player return transportation to Player's home city at the conclusion of the championship playing season or playoffs, or if unconditionally released prior thereto. Mode and class of transportation shall be at the Club's discretion.

XI. Uniform

Club will select and furnish Player with necessary baseball uniforms, excluding shoes, but including all numerals, emblems, logos or devices to be worn on the uniform or affixed thereto. Additionally, Club may, if it wishes to do so, provide shoes or other personal equipment items or apparel, such as batting gloves or fielding gloves. Player shall wear uniforms, personal equipment items and apparel as furnished and shall not alter or disfigure them. At the end of the championship playing season, or at the end of any post-season series games, or upon the assignment or other transfer of this Minor League Uniform Player Contract, or upon the unconditional release of Player from this Minor League Uniform Player Contract, or upon any direction by Club to perform services for a different Club, Player immediately shall return to Club such uniforms, personal equipment items, apparel and any and all other property of Club in the possession of Player. Player shall not wear or use any personal equipment item, article of apparel or any other item with or upon Player's uniform which is not approved by Club, or which is not in accordance with the MLR.

XII. Loyalty

Player agrees to serve Club diligently and faithfully, to keep in first-class condition, and to observe and comply with all rules and regulations of Club. Further, Player agrees to conform to high standards of personal conduct (before, during and after working hours), fair play and good sportsmanship.

XIII. Promotion of Baseball

In addition to the furnishings of professional baseball services to Club, Player agrees, beginning with the date that this Minor League Uniform Player Contract is executed, to cooperate with Club and to participate in any and all promotional activities of Club which, in the sole opinion of Club, will promote the welfare of Club or of professional baseball.

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XIV. Pictures of Player

Player agrees, beginning with the date that this Minor League Uniform Player Contract is executed, that current or future photographs, whether still or action, and motion pictures may be taken and any form of broadcasts or telecasts of Player, individually or with others, may be made at such times or places as Club may designate and agrees that all rights therein and all rights to Player's name, voice, signature, biographical information and likeness shall belong to Club and that they may be used, reproduced, sold, licensed, or otherwise disseminated or published by Club or its licensees, assignees, and/or other designees directly or indirectly in any medium whatsoever for any purpose (including but not limited to in broadcast, in print, on trading cards, posters and other merchandise of any kind, in electronics, in audio, in video or in connection with any media), in any manner and at any time, including after the term of this Minor League Uniform Player Contract, that Club desires. Player acknowledges that the foregoing rights include, without limitation, all related copyright, trademark, trade name, service mark, right of publicity and/or right of privacy rights. Club may exploit each of the rights granted to it by Player pursuant to this Paragraph XIV without additional payment or other compensation to Player. Player further agrees that during the term of this Minor League Uniform Player Contract Player will not make public appearances, participate in radio or television programs, or on-line computer forums or any public conferences of any sort, permit Player's picture to be taken while in Club's uniform or a part thereof, sponsor or permit Player's name, voice, signature, biographical information and/or likeness to be used in conjunction with any commercial purpose, including but not limited to the sale, rental or advertising or promotion of products or services, or write or sponsor newspaper, magazine or any other article for publication, without the express prior written consent of Club.

XV. Player's Representations

As a further inducement to Club to enter into this Minor League Uniform Player Contract, Player represents to Club as follows:

A. Player has no physical or mental defects which would prevent or impair the performance of Player's skilled services as a professional baseball player for Club. Player is capable of and will perform services and such other duties as may be required pursuant to this Minor League Uniform Player Contract with expertness, diligence and fidelity.

B. Player does not own, directly or indirectly, stock or have any financial interest in the ownership or earnings of any Minor League Club or Major League Club except as hereinafter expressly set forth, and covenants that Player will not hereafter, while under this Minor League Uniform Player Contract, acquire or hold any such stock or interest.

C. Player has exceptional and unique skill and ability as a baseball player, and Player's services to be rendered to Club are of a special and extraordinary character which

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gives Player a peculiar value which cannot be reasonably or adequately compensated for in damages at law. Therefore, Player agrees that Player's breach of this Minor League Uniform Player Contract will cause Club great and irreparable injury and damage. Accordingly, Player agrees that, in addition to other remedies, Club shall be entitled to injunctive and other equitable relief to prevent a breach of this Minor League Uniform Player Contract by Player, including the right to enjoin Player from playing professional baseball for any other person or organization during the term of this Minor League Uniform Player Contract.

D. Player is not a party to, and will not enter into, any contract or any contractual obligation to render skilled services as a professional baseball player with any person or organization other than Club. Additionally, Player is not a party to, and will not enter into, any contract or any contractual obligation that conflicts with any of Player's obligations under this Minor League Uniform Player Contract or limits (as determined by the Club in the sole exercise of its discretion) the rights granted Club under this Minor League Uniform Player Contract or that impairs Club's ability to fully exercise such rights.

E. Player's name, as set forth in this Minor League Uniform Player Contract, and of which Player's signature to this Minor League Uniform Player Contract consists, is Player's proper and legal name and is not a fictitious or assumed name.

F. All personal information concerning Player in Addendum A is true and accurate.

G. Player is eligible, in accordance with the MLR, to execute this Minor League Uniform Player Contract.

H. Player represents and warrants that:

1. Player has the full authority to grant the rights contained in this Minor League Uniform Player Contract and to execute, deliver and perform the obligations under this Minor League Uniform Player Contract,
2. the execution and delivery of this Minor League Uniform Player Contract will not conflict with or result in any breach of any agreement to which Player is a part or by which Player is bound, and
3. this Minor League Uniform Player Contract is duly executed and delivered by Player.

XVI. Playing For Others

A. For the purpose of avoiding physical injuries, Player agrees that during the term of this Minor League Uniform Player Contract, Player will not play baseball other than for Club, without the written consent of the Club. If Club consents to Player's participation in a winter league, the terms and conditions of Player's employment during

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winter league play shall be governed by this Minor League Uniform Player Contract, except that Player and Club shall agree on the amount of monetary compensation for Player's participation in winter league play.

B. Player and Club agree and recognize that Player's participation in any other sport may impair or destroy Player's ability and skill as a professional baseball player. Accordingly, from and after the date of execution of this Minor League Uniform Player Contract, Player agrees that Player shall not engage in automobile or motorcycle racing, hanggliding, fencing, parachuting, skydiving, boxing, wrestling, karate, judo, football, basketball, skiing, hockey, or any other sport or activity involving a substantial risk of personal injury. Player also agrees that, except with the written consent of Club, Player will not participate in amateur, intramural, intercollegiate or professional athletics in any sport whatsoever.

XVII. Physical Examination

A. When requested by Club, Player shall submit to a complete physical, psychiatric, psychological and/or dental examination at the expense of Club, and, if necessary, to medical, surgical, psychiatric or dental treatment at Player's own expense, except as otherwise provided in this Minor League Uniform Player Contract. Upon the failure or refusal of Player to do so, Club may take such action against Player as it deems advisable in the manner agreed to between the parties and set forth at Paragraph XX.

B. It is specifically provided, however, that if Player signed this Minor League Uniform Player Contract as a free agent (whether or not previously party to a Major League or Minor League Uniform Player Contract), within ninety days subsequent to the execution of this Minor League Uniform Player Contract by Player, Club may require Player to undergo a complete physical, psychiatric, psychological and/or dental examination by a physician and/or dentist of Club's choosing and at Club's expense. If such examination reveals the presence of any physical and/or dental defect, congenital or otherwise, which in the judgment of the physician or dentist would or might substantially impair Player's ability to play professional baseball and was present at the time of execution of this Minor League Uniform Player Contract by Player, Club may terminate this Minor League Uniform Player Contract without further payment to Player of any bonus, benefits or other compensation provided for in this Minor League Uniform Player Contract or any Special Covenants to this Minor League Uniform Player Contract. Such a termination, however, must be effected (including notification to the Commissioner's Office) within one hundred and five (105) days subsequent to the execution of this Minor League Uniform Player Contract by Player. In the event of a termination pursuant to this subparagraph B of Paragraph XVII, this Minor League Uniform Player Contract shall be void and of no force or effect between the Parties and Player shall repay any bonus, benefits or other compensation provided pursuant to any Special Covenants to this Minor League Uniform Player Contract.

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XVIII. Assignments, Transfers and Directions to Perform For Minor or Major League Clubs

A. Player specifically agrees and understands that this Minor League Uniform Player Contract may be freely assigned by Club, and re-assigned by any assignee Club, to any other Major League Club or Minor League Club.

B. Upon assignment of this Minor League Uniform Player Contract, the assignee Club shall be liable to Player only for payments accruing from the date Player reports to the Club for which Player is directed to perform by assignee Club. Assignor Club shall remain liable to Player for all payments accrued as of the date of the assignment. In addition, if Player reports to the Club for which Player is directed to perform by assignee Club as soon as the mode of transportation authorized or furnished to player permits, assignor Club shall be liable to Player for the travel time required to reach the city to which Player is directed to report to join the Club for which Player is directed to perform by assignee Club.

C. In the event this Minor League Uniform Player Contract is assigned, following Player's receipt of written or telegraphic notice of the assignment, Player shall report to the Club for which Player is directed to perform by the assignee Club as soon as the mode of transportation authorized or furnished to Player permits. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which Player received written or telegraphic notice of the assignment to the date on which Player reports to the Club for which Player is directed to perform by the assignee Club.

D. Player also specifically agrees and understands that this Minor League Uniform Player Contract (and the Club's exclusive rights to Player's services under this Minor League Uniform Player Contract) may be freely loaned, leased or otherwise transferred to any Minor League Club. In the event this Minor League Uniform Player Contract is loaned, leased, or otherwise transferred, following Player's receipt of written or telegraphic notice of the loan, lease or transfer, Player shall report to the Club to which this Minor League Uniform Player Contract is loaned, leased or otherwise transferred as soon as the mode of transportation authorized or furnished to Player permits. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which Player received written or telegraphic notice of the loan, lease or transfer to the date on which Player reports to the Club to which this Minor League Uniform Player Contract is loaned, leased or otherwise transferred.

E. Player also specifically agrees and understands that Club may freely direct Player to perform services for any Major League or Minor League Club. Further, following Player's receipt of written or telegraphic notice of the direction to perform, Player specifically agrees

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and understands that Player's obligation under this Minor League Uniform Player Contract to perform services for the directed Club shall be the same as Player's obligation to perform services for Club under this Minor League Uniform Player Contract. If Club directs Player to perform services for a Club, Player agrees to report to the Club as soon as the mode of travel authorized or provided permits, and to perform all services for such Club in a diligent and faithful manner. If Player fails or refuses to report as soon as the mode of transportation authorized or furnished to Player permits, Player shall not be entitled to any payment for the period from the date upon which Player received written or telegraphic notice of the direction to perform to the date on which Player reports to the directed Club.

F. Player agrees that Player will execute the standard form Major League Uniform Player Contract then in effect in the Major Leagues if Player is placed (following an assignment, direction to perform or otherwise) on a Major League roster, Major League under control list or Major League Reserve List at any point during the term of this Minor League Uniform Player Contract.

G. If Player agrees, this Minor League Uniform Player Contract may be assigned, loaned, leased or otherwise transferred to (or Player directed to perform for) a Minor League Club or other professional baseball club participating in winter league play. The terms and conditions of Player's employment during winter league play shall be as stated in Subparagraph A of Paragraph XVI.

XIX. Termination

A. If Club is in arrears to Player for any payments due Player under this Minor League Uniform Player Contract for more than fifteen (15) days, or if Club fails for more than fifteen (15) days to perform any other obligations agreed or required to be performed by Club, Player shall be entitled to apply to the Commissioner to terminate this Minor League Uniform Player Contract. Thereafter, if Club fails to remedy the default as to the payment or other obligation within such time as the Commissioner may fix, the Commissioner shall terminate this Minor League Uniform Player Contract by a declaration of Player's free agency. It is specifically provided, however, that Club shall remain liable to Player for all payments due him as of the date of the termination of this Minor League Uniform Player Contract and the declaration of Player's free agency.

B. Club may terminate this Minor League Uniform Player Contract upon the delivery of written or telegraphic notice to Player if Player at any time shall:

1. Fail, refuse or neglect to conform Player's personal conduct to high standards of good citizenship and good sportsmanship;
2. Fail, refuse or neglect to keep himself in first-class physical condition;

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3. Fail, refuse or neglect to obey Club's requirements respecting Player's conduct and service;
4. Fail in the judgment of Club to exhibit sufficient skill or competitive ability to qualify or to continue as a professional baseball player as a member of Club's team; or
5. Fail, refuse or neglect to render Player's services hereunder, or in any other manner to materially breach this Minor League Uniform Player Contract.

C. If Player becomes disabled, Club may also terminate this Minor League Uniform Player Contract in accordance with Paragraph VIII above.

XX. Disputes

A. For the violation by Player of any of the obligations or duties of Player as set forth in this Minor League Uniform Player Contract, or for the violation by Player of any of Club's rules or regulations, Player agrees that Club may impose a reasonable fine upon Player and deduct the amount thereof from Player's compensation, or may suspend Player without compensation, or both. Player also agrees that Club may place him on any disciplinary list or lists prescribed by the MLR or any other applicable Major League or Minor League rules.

B. In the event of any dispute or claim between Player and Club arising under any of the provisions of this Minor League Uniform Player Contract, the sole and exclusive forum available to Player and Club to resolve such dispute shall be arbitration by the Commissioner. Player or Club may exercise such right to arbitration by filing a written, itemized and detailed appeal with the Commissioner within 120 days of the event giving rise to the claim. The decision of the Commissioner shall be final and binding. Player and Club understand that the decision of the Commissioner may not be challenged in any federal or state court or any other tribunal or forum.

C. Player specifically consents that either Club or the Commissioner may make known to the public the findings, decisions or record of any inquiry, investigation or hearing, including all evidence, information or testimony given, received, obtained or elicited as the result of any such inquiry, investigation or hearing.

XXI. Contingent Bonus

A. Any Special Covenants to this Minor League Uniform Player Contract which entitle Player to receive bonus payments if Player is retained by Club on a designated date

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or for a designated period shall be subject to the following: In the event Player is placed on the Restricted, Voluntarily Retired, Military, Disqualified or Ineligible List prior to the date upon which the bonus payment becomes due and payable to Player, payment of the bonus shall be suspended by Club until Player is reinstated to an Active List and reports to and is retained by Club for the number of days required by this Minor League Uniform Player Contract, including any special covenants.

B. In the event the official date of placement on any of the lists enumerated in subparagraph A of this Paragraph XXI is later than the date Player ceased to be an active Player, the earlier date shall apply in determining the new date for payment of the Contingent Bonus following Player's reinstatement to an Active List of Club.

XXII. Special Covenants

If Player is to receive or has received any additional payment whatsoever from Club or from any other source in connection with this Minor League Uniform Player Contract, it must be fully described on Addendum B, giving name of payor, amount and nature of payment, when paid or to be paid, et cetera.

XXIII. Legislation and Suspension

This Minor League Uniform Player Contract is subject to federal and state legislation, regulations, executive or other official orders and other governmental action, now or hereafter in effect, which may affect directly or indirectly Player or Club. Additionally, this Minor League Uniform Player Contract is subject to the authority of the Commissioner to suspend the operation of this Minor League Uniform Player Contract, including the payment of compensation to Player, during any national emergency or any cessation or suspension of play in the Major Leagues. In the event that this Minor League Uniform Player Contract is suspended pursuant to the terms of this paragraph, it is specifically agreed between Player and Club that the compensation provisions of Paragraph VII shall be modified and the compensation paid to Player at the monthly rate set forth in Paragraph VII shall be paid only for the portion of the championship playing season actually played by Player. Moreover, in the event that this Minor League Uniform Player Contract is suspended pursuant to the terms of this Paragraph XXIII, it is also specifically agreed between Player and Club that the Club's exclusive right to the Player's services shall remain in effect and that this Minor League Uniform Player Contract shall continue in full force and effect for the remainder of its term once the suspension ends.

XXIV. Entire Agreement

Club and Player covenant that this Minor League Uniform Player Contract fully sets forth all understandings and agreements by and between them and agree that no

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understandings or agreements, whether heretofore or hereafter made, shall be valid, recognized, or of any effect whatsoever, unless and until they are set forth in a subsequent Minor League Uniform Player Contract executed by Player and Club, filed with and approved by the Commissioner of Baseball and complying with the MLR.

XXV. Governing Law

This Minor League Uniform Player Contract shall be governed by and interpreted in such a manner as to be effective and valid under New York law. However, if any provisions of this Minor League Uniform Player Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidation only, without invalidating the remainder of such provisions or the remaining provisions of this Minor League Uniform Player Contract.

XXVI. Approval Required

This is the only Minor League Uniform Player Contract form prescribed by the MLR. No different form shall be used and no clause shall be added or eliminated without the specific written approval of the Commissioner. Any written or oral agreement between Player and Club not contained in this Minor League Uniform Player Contract shall subject both parties to discipline. No such agreement shall be recognized or enforced by the Commissioner. This Minor League Uniform Player Contract, including any addenda or attachments, shall not be valid, recognized or enforced unless filed with and approved by the Commissioner.

XXVII. Player Information and Notices

Player will immediately provide Club and any Club to which this Minor League Uniform Player Contract is assigned, loaned or leased (and any Club for which Player is directed to perform services) with Player's current home address and telephone number, and will keep such information current. Any written notice required to be given by the Club to the Player under this Minor League Uniform Player Contract may be accomplished, at Club's option, by sending the notice via registered mail to the Player's last known address and/or by physically delivering the notice to the Player. The effective date of any written notice shall be the date on which the notice is mailed or physically delivered, whichever is earlier. The effective date of any telegraphic notice by the Club to the Player will be the date on which the telegram is sent.

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This Minor League Uniform Player Contract must be received at the Commissioner's Office within 20 days from the date SIGNED by Player. Player must sign NAME, including all INITIALS, and must DATE in Player's OWN HANDWRITING on Addendum A. Player's social security number, date of birth, street address, city, state, country, zip code and telephone number must be included. If Player has not previously signed a professional contract, Player's position, height, weight, batting hand, throwing hand, high school, high school graduation date, junior college, junior college graduation date, college, college graduation date and place of birth must be included. A copy of this Minor League Uniform Player Contract, when approved by the Commissioner, must be delivered to Player in person or by registered or certified mail, return receipt requested.

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**ASSIGNMENTS OF THIS MINOR LEAGUE UNIFORM PLAYER
CONTRACT**

1. On _____, this contract was assigned from
(Date)
_____ to _____
(Assignor Club) (Assignee Club)

2. On _____, this contract was assigned from
(Date)
_____ to _____
(Assignor Club) (Assignee Club)

3. On _____, this contract was assigned from
(Date)
_____ to _____
(Assignor Club) (Assignee Club)

4. On _____, this contract was assigned from
(Date)
_____ to _____
(Assignor Club) (Assignee Club)

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ADDENDUM A

1. Player's Information _____
Name (First) (Middle) (Last)
- _____ Permanent Street Address
- _____ City State Country Zip
- _____ Social Security No. Telephone No. Date of Birth
2. Club's Name: _____
3. First championship playing season covered by this Minor League Uniform Contract: _____ (Year)
4. Execution Date of this Minor League Uniform Player Contract: _____
Month/Day/Year
5. Pursuant to subparagraph E of Paragraph XVIII, and subject to change at any time, Club initially directs Player to perform for the _____ Club of the _____ League.

STATUS OF PLAYER			
<u>First Minor League Contract</u>		<u>Previous Contract</u>	
<input type="checkbox"/> Non-drafted Player		<input type="checkbox"/> Assigned from Major League Club	
<input type="checkbox"/> Rule 4 Drafted Player		<input type="checkbox"/> Completed Previous Minor League Contract	
<input type="checkbox"/> Not Subject to Rule 4 Draft		<input type="checkbox"/> Released/Nontendered Player	
Draft	Selection	Overall	<input type="checkbox"/> Major League Re-entry Free Agent
Year _____	Round _____	Sel. No. _____	<input type="checkbox"/> Other
			(explain) _____

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PLAYER INFORMATION (MUST BE COMPLETED FOR FIRST MINOR LEAGUE CONTRACTS)		
POS _____	HGT _____	WGT _____ BATS _____ THROWS _____
HIGH SCHOOL _____	GRAD DATE _____ (State) (M/Y)	
JUNIOR COLLEGE _____	GRAD DATE _____ (State) (M/Y)	
COLLEGE _____	GRAD DATE _____ (State) (M/Y)	
DROPPED OUT OF SCHOOL? Y/N (Circle One)		
If Yes, Drop Out Date _____ from (College/JC/HS) (M/Y) (Circle One)		
PLACE OF BIRTH _____ (City) (State) (Country)		

CONTRACT TERM (FOR PREVIOUSLY-SIGNED PLAYERS ONLY)
If Player has previously signed a Minor League or Major League contract, this Minor League Uniform Player Contract shall be, consistent with the MLR, for the following term: 1 2 3 4 5 6 7 (circle one) _____ (write out) championship playing seasons.

EXECUTION OF THIS CONTRACT	
By affixing their signatures below, Player and Club indicate their understanding of, and agreement to, all of the provisions of this Minor League Uniform Player Contract, including pages one through six, Addendum A, Addendum B, Addendum C-1, and any other attachments.	
CLUB DATE AND SIGN HERE	
AS TO CLUB: _____	By: _____
Date (Write Out Month)	Authorized Club Representative
	Signature
	Title: _____
PLAYER DATE AND SIGN HERE	
AS TO PLAYER: _____	_____
Date (Write Out Month)	Player's Signature

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PARENTS OR GUARDIAN CONSENT

Irrevocable consent is given to the performance and execution of this Minor League Uniform Player Contract (including all Addenda and attachments) by the minor Player party hereto. Such consent shall be effective as to all provisions, including (but not limited to) any assignment, loan, lease or direction to perform under Paragraph XVIII hereof, and any compensation and any restrictions thereon that are hereinafter negotiated or set by the Club pursuant to Paragraph VII hereof. Consent is irrevocably given for the duration of this contract to the payment of all earnings, bonuses and other consideration personally to the minor Player party. Player's parents or guardian further agree to hold Club harmless for any injury suffered by Player during the term of this Minor League Uniform Player Contract. These consents and promise to hold harmless are expressly given as an inducement to enter into this contract.

Date

Signature of Father-Mother-Guardian
(circle one)

Date

Signature of Father-Mother-Guardian
(circle one)

FOR
COMMISSIONER'S
OFFICE USE ONLY

Approved and recorded:

Date: _____ By: _____
Commissioner of Baseball

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ADDENDUM B

Special Covenants: In accordance with Paragraph XXII of this Minor League Uniform Player Contract, all additional payments or consideration whatsoever that Player is to receive or has received from Club or from any other source in connection with this Minor League Uniform Player Contract are fully described below:

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MLR Attachment 3

ADDENDUM C-__

In accordance with Paragraph VII of the Minor League Uniform Player Contract to which the undersigned Player is a party, Player's monthly salary rate during the _____(Year) championship playing season shall be \$_____/month (_____dollars per month.)

If a Player and Club have agreed on a different monthly salary rate if Player is on the Active or Disabled List of a Club in a particular classification, that monthly salary rate, classification and any restrictions, contingencies, minimum service requirements, and other agreements concerning salary are fully set out below:

_____ Player's Name (print or type)	_____ Club's Name (print or type)
_____ Player's Signature	_____ Club Representative's Name/Position
_____ Street Address	_____ Club Representative Signature
_____ City State Country Zip	_____ Date
_____ Telephone No.	_____ Social Security No.
_____ Date	
FOR COMMISSIONER'S OFFICE USE ONLY	Approved and recorded: Date: _____ By: _____ Commissioner of Baseball

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ADDENDUM C-__

In accordance with Paragraph VII of the Minor League Uniform Player Contract to which the undersigned Player is a party, Player's monthly salary rate during the ____ (Year) championship playing season shall be:

CLASSIFICATION OR SUBCLASSIFICATION	MONTHLY SALARY	EXAMPLE OF CLUB
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If Player is on the Active or Disabled Lists of Clubs in more than one subclassification or classification during the same pay period and is entitled to different salary rates for the different subclassifications or classifications, Player's salary shall be prorated in accordance with the number of days of Player's employment in each subclassification or classification compared to the number of days in that pay period. All other restrictions, contingencies, minimum service requirements, and other agreements concerning salary are fully set out below:

_____ Player's Name (print or type)	_____ Club's Name (print or type)
_____ Player's Signature	_____ Club Representative's Name/Position

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_____ Street Address				_____ Club Representative's Signature	
_____ City State Country Zip				_____ Date	
_____ Telephone No.		_____ Social Security No.			
_____ Date					
FOR COMMISSIONER'S OFFICE USE ONLY		Approved and recorded: Date: _____ By: _____ Commissioner of Baseball			

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ADDENDUM D

In accordance with subparagraph A of Paragraph XVI and subparagraph G of Paragraph XVIII and all other terms of the Minor League Uniform Player Contract to which the undersigned Player is a party, Player's monthly salary rate during the _____ (Year) championship playing season of the _____ League shall be \$ _____/month (_____ dollars per month).

Team Player has agreed to perform for

Team Representative's Name/Position

Player's Name (print or type)

Major League Club's Name (print or type)

Player's Signature

Major League Club Representative's
Name/Position (print or type)

Major League Club Representative's Signature

Date

Date

FOR
COMMISSIONER'S
OFFICE
USE ONLY

Approved and recorded:

Date: _____ By: _____
Commissioner of Baseball

**MAJOR LEAGUE RULES
MLR Attachment 4**

ATTACHMENT 4

**(a) PLAYER'S ACKNOWLEDGMENT OF RECEIPT OF CONTRACT
TENDER.**

I hereby acknowledge that on _____, I received from _____,
(Date) (Name of Club official)

a representative of the _____, each of the following:
(Club Name)

- (1) written notice that I was selected in the First-Year Player Draft;
- (2) a copy of Major League Rules 3(c) (Contract Terms for First-Year Player Contracts), 4(d) (Effect of Selection on Player) and 4(e) (Negotiation Rights); and
- (3) three identical, executed Minor League Uniform Player Contracts, two of which are to be returned to the Major League Club for approval processing after execution by me. For each copy of the Minor League Uniform Player Contract,
 - (A) Addendum A was completed and signed by a Major League Club official;
 - (B) Addendum B was completed, or the word "NONE" was entered; and
 - (C) Addendum C was completed and signed by a Major League Club official.

DATE:

Player's Name (print or type)

Player's Signature

Parent or Guardian Signature
(if Player is a minor)

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(b) DECLARATION OF CLUB OFFICIAL

I hereby declare, under penalty of perjury, that on _____, I, on behalf
(Date)

of the _____, personally delivered to _____
(Club Name) (Name of Player)

("Player") each of the following:

- (1) written notice that Player was selected in the First-Year Player Draft;
- (2) a copy of Major League Rules 3(c) (Contract Terms for First-Year Player Contracts), 4(d) (Effect of Selection on Player) and 4(e) (Negotiation Rights); and
- (3) three identical, executed Minor League Uniform Player Contracts, two of which are to be returned to the Major League Club for approval processing after execution by Player. For each copy of the Minor League Uniform Player Contract,
 - (A) Addendum A was completed and signed by a Major League Club official;
 - (B) Addendum B was completed, or the word "NONE" was entered; and
 - (C) Addendum C was completed and signed by a Major League Club official.

Player refused to sign a form acknowledging receipt of each of the items described above.

DATE:

Club Official's Name
(print or type)

Club Official's Signature

Club Official's Title

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MLR Attachment 12**

ATTACHMENT 12

NOTICE TO PLAYER OF RELEASE OR TRANSFER

_____, _____
(Date) (Year)

To Mr. _____

You are hereby notified as follows:

1. That you are unconditionally released.
2. That your contract has been assigned to the _____
_____ Club of _____ League.
 - (a) Without right of recall.
 - (b) With right of recall.

(Cross out parts not applicable. In case of optional agreement, specify all conditions affecting player.)

Corporate Name of Club

President

A copy must be delivered to the player. A copy must also be forwarded to the Commissioner.

THE FOLLOWING INSTRUCTIONS are given for the guidance of Club officials executing this form:

- (1) If the player is unconditionally released, cross out all of paragraph 2, including subparagraphs (a) and (b).
- (2) If the player is transferred outright to another Club, insert the name of that Club and of that Club's League in paragraph 2, and cross out the following:

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- (i) paragraph 1; and
 - (ii) subparagraph (b) of paragraph 2.
- (3) If the player is transferred by an optional agreement to another Club, insert the name of that Club and that Club's League in paragraph 2, and cross out the following:
- (i) paragraph 1; and
 - (ii) subparagraph (a) of paragraph 2.

Also specify all conditions affecting the player (date recall option is to be exercised, etc.).

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ATTACHMENT 52

MAJOR AND MINOR LEAGUE TERRITORIES

(a) NATIONAL LEAGUE CIRCUIT. The circuit of the National League shall comprise the following cities, as defined below:

Arizona:	Maricopa County in Arizona;
Atlanta:	City of Atlanta; and Fulton, Cobb, Gwinnett and DeKalb Counties in Georgia; provided, however, that Gwinnett County shall be shared with the Gwinnett franchise in the International League;
Chicago:	Cook, Lake, DuPage, Will, Kendall, McHenry and Grundy Counties in Illinois; and Lake and Porter Counties in Indiana; provided, however, that this territory shall be shared with the Chicago franchise in the American League;
Cincinnati:	Butler, Warren, Clermont and Hamilton Counties in Ohio; Boone, Kenton and Campbell Counties in Kentucky; and Dearborn and Franklin Counties in Indiana;
Colorado:	City of Denver; and Adams, Arapahoe, Boulder, Broomfield, Douglas, Jefferson and Denver Counties in Colorado;
Florida:	Dade and Broward Counties in Florida; provided, however, that with respect to all Major League Clubs, Palm Beach County in Florida shall also be included;
Houston:	City of Houston; and Harris, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller Counties in Texas;
Los Angeles:	Orange, Ventura and Los Angeles Counties in California; provided, however, that this territory shall be shared with the Los Angeles Angels of Anaheim franchise in the American League;
Milwaukee:	Milwaukee, Ozaukee and Waukesha Counties in Wisconsin;

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New York:	City of New York; Nassau, Suffolk, Rockland and Westchester Counties in New York; Bergen, Hudson, Essex and Union Counties in New Jersey; and that portion of Fairfield County in Connecticut located south of Interstate 84 and west of Route 58; provided, however, that this territory shall be shared with the New York franchise in the American League;
Philadelphia:	Bucks, Montgomery, Chester, Delaware and Philadelphia Counties in Pennsylvania; and Gloucester, Camden and Burlington Counties in New Jersey;
Pittsburgh:	City of Pittsburgh and Allegheny County in Pennsylvania;
St. Louis:	City of St. Louis; and St. Louis, Jefferson, St. Charles and Franklin Counties in Missouri; and St. Clair, Madison, Monroe and Jersey Counties in Illinois;
San Diego:	San Diego County in California;
San Francisco:	City of San Francisco; and San Francisco, San Mateo, Santa Cruz, Monterey and Marin Counties in California; provided, however, that with respect to all Major League Clubs, Santa Clara County in California shall also be included;
Washington:	District of Columbia; and Arlington, Fairfax and Prince William Counties, and all independent cities bordering such counties, in Virginia.

(b) AMERICAN LEAGUE CIRCUIT. The circuit of the American League shall comprise the following cities, as defined below:

Baltimore:	City of Baltimore; and Baltimore, Anne Arundel, Howard, Carroll and Harford Counties in Maryland;
Boston:	Suffolk, Middlesex, Essex, Bristol, Worcester and Norfolk Counties in Massachusetts; provided, however, that Bristol and Worcester Counties and the territory south and west of Highway 128 in Norfolk County shall be shared with the Pawtucket franchise in the International League;

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Chicago:	Cook, Lake, DuPage, Will, Kendall, McHenry and Grundy Counties in Illinois; and Lake and Porter Counties in Indiana; provided, however, this territory shall be shared with the Chicago franchise in the National League;
Cleveland:	Cuyahoga, Lorrain, Medina, Geauga, Lake and Summit Counties in Ohio; provided, however, that Summit County shall be shared with the Akron franchise in the Eastern League;
Detroit:	Wayne, Monroe, Washtenaw, Oakland, Macomb and St. Clair Counties in Michigan;
Kansas City:	Johnson, Wyandotte, Miami and Leavenworth Counties in Kansas; and Clay, Jackson, Cass and Platte Counties in Missouri;
Los Angeles Angels of Anaheim:	Los Angeles, Orange and Ventura Counties in California; provided, however, that this territory shall be shared with the Los Angeles franchise in the National League;
Minnesota:	Ramsey and Hennepin Counties in Minnesota;
New York:	City of New York; Nassau, Suffolk, Rockland and Westchester Counties in New York; Bergen, Hudson, Essex and Union Counties in New Jersey; and that portion of Fairfield County in Connecticut, located south of Interstate 84 and west of Route 58; provided, however, that this territory shall be shared with the New York franchise in the National League;
Oakland:	Alameda and Contra Costa Counties in California;
Seattle:	King County in Washington;
Tampa Bay:	Pinellas and Hillsborough Counties in Florida;
Texas:	Cities of Dallas, Ft. Worth and Arlington; and Dallas and Tarrant Counties in Texas;

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Toronto: Cities of Scarborough, York, East York, North York, Etobicoke and Toronto, commonly referred to as Metropolitan Toronto.

(c) INTERNATIONAL LEAGUE (AAA) CIRCUIT. The circuit of the International League shall comprise the following cities, as defined below:

Buffalo: Erie County in New York;

Charlotte: Mecklenburg County in North Carolina and York County in South Carolina;

Columbus: Franklin County in Ohio;

Durham: Durham, Wake and Orange Counties in North Carolina; provided, however that Wake County shall be shared with the Carolina franchise of the Southern League;

Gwinnett
(Lawrenceville): Barrow and Gwinnett Counties in Georgia; provided, however, that Gwinnett County shall be shared with the Atlanta franchise in the National League, that no 15-mile buffer shall extend into the City of Atlanta or Cobb County in Georgia and that if the same entity owns the right to operate the Atlanta franchise in the National League and the Gwinnett Club, then the Gwinnett Club's 15-mile buffer shall not extend into Fulton, Forsyth and DeKalb Counties in Georgia, but if the same entity does not own the right to operate the Atlanta franchise in the National League and the Gwinnett Club, then the Gwinnett Club's buffer shall extend into each of Fulton, Forsyth and DeKalb Counties in Georgia as follows: in Fulton County, westward until Georgia 400/ Highway 19 and southward until Interstate 285; in Forsyth County, westward until Georgia 400/Highway 19; and in DeKalb County, westward until Interstate 285 and southward until Decatur/Rockbridge Road;

Indianapolis: Marion County in Indiana;

Lehigh Valley
(Allentown): Lehigh County in Pennsylvania;

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Louisville:	Jefferson County in Kentucky;
Norfolk:	Cities of Norfolk, Portsmouth, Suffolk, Virginia Beach, Hampton, Chesapeake and Newport News; and York and Isle of Wight Counties in Virginia;
Pawtucket:	Providence, Kent and Bristol Counties in Rhode Island; and Bristol and Worcester Counties and the area south and west of Highway 128 in Norfolk County in Massachusetts; provided, however, that the described territory in Massachusetts shall be shared with the Boston franchise in the American League;
Rochester:	Monroe County in New York;
Scranton/ Wilkes-Barre:	Lackawanna and Luzerne Counties in Pennsylvania;
Syracuse:	Onondaga County in New York;
Toledo:	Lucas, Ottawa and Wood Counties in Ohio.

(d) MEXICAN LEAGUE (AAA) CIRCUIT. The circuit of the Mexican League shall comprise the following cities, as defined below, provided, however, that for each Club no 15-mile buffer shall extend beyond the described territory:

Campeche:	State of Campeche in Mexico;
Chihuahua:	Definition pending;
Laguna (Torreon):	State of Coahuila in Mexico;
Mexico City:	Federal District in Mexico;
Minatitlan:	Definition pending;
Monclova:	State of Coahuila in Mexico;
Monterrey:	State of Nuevo Leon in Mexico;
Nuevo Laredo:	Definition pending;

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Oaxaca:	State of Oaxaca in Mexico;
Puebla:	State of Puebla in Mexico;
Quintana Roo (Cancun):	Definition pending;
Reynosa:	Definition pending;
Saltillo:	State of Coahuila in Mexico;
Tabasco (Villahermosa):	State of Tabasco in Mexico;
Veracruz:	State of Veracruz in Mexico;
Yucatan (Merida):	State of Yucatan in Mexico.

(e) PACIFIC COAST LEAGUE (AAA) CIRCUIT. The circuit of the Pacific Coast League shall comprise the following cities, as defined below:

Albuquerque:	Bernalillo County in New Mexico;
Colorado Springs:	El Paso County in Colorado;
El Paso	El Paso County in Texas;
Fresno:	Fresno County in California;
Iowa (Des Moines):	Polk County in Iowa;
Las Vegas:	Clark County in Nevada;
Memphis:	Shelby County in Tennessee;
Nashville:	Davidson County in Tennessee;
New Orleans:	Orleans and Jefferson Parishes in Louisiana;
Oklahoma City:	Oklahoma County in Oklahoma;
Omaha:	Douglas County in Nebraska;

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Reno:	Washoe County in Nevada;
Round Rock:	Travis and Williamson Counties in Texas;
Sacramento:	Yolo County in California;
Salt Lake:	Salt Lake County in Utah;
Tacoma:	Pierce County in Washington.

(f) **EASTERN LEAGUE (AA) CIRCUIT.** The circuit of the Eastern League shall comprise the following cities, as defined below:

Akron:	Stark and Summit Counties in Ohio; provided, however, that Summit County shall be shared with the Cleveland franchise in the American League;
Altoona:	Blair County in Pennsylvania;
Binghamton:	Broome County in New York;
Bowie:	Prince Georges County in Maryland; provided, however, that no 15-mile buffer shall extend into the District of Columbia or the Commonwealth of Virginia;
Erie:	Erie County in Pennsylvania;
Harrisburg:	Dauphin County in Pennsylvania;
New Britain:	Hartford County in Connecticut;
New Hampshire	
(Manchester):	No home territory;
Portland	Cumberland County in Maine;
Reading:	Berks County in Pennsylvania;
Richmond:	City of Richmond, and Henrico, Chesterfield and Hanover Counties in Virginia;
Trenton:	Mercer County in New Jersey.

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(g) SOUTHERN LEAGUE (AA) CIRCUIT. The circuit of the Southern League shall comprise the following cities, as defined below:

Birmingham:	Jefferson County in Alabama;
Chattanooga:	Hamilton County in Tennessee;
Huntsville:	Madison County in Alabama;
Jackson:	Madison County in Tennessee;
Jacksonville:	Duval County in Florida;
Mississippi (Pearl):	Rankin County in Mississippi;
Mobile:	Mobile and Baldwin Counties in Alabama;
Montgomery:	Montgomery County in Alabama;
Pensacola:	Escambia County in Florida
Tennessee (Sevierville):	Sevier and Knox Counties in Tennessee.

(h) TEXAS LEAGUE (AA) CIRCUIT. The circuit of the Texas League shall comprise the following cities, as defined below:

Arkansas (Little Rock):	Pulaski County in Arkansas;
Corpus Christi:	Nueces County in Texas;
Frisco:	No home territory;
Midland:	Midland County in Texas;
Northwest Arkansas (Springdale):	Washington County in Arkansas;
San Antonio:	Bexar County in Texas;
Springfield:	Greene County in Missouri;
Tulsa:	Tulsa and Osage Counties in Oklahoma.

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(i) **CALIFORNIA LEAGUE (A) CIRCUIT.** The circuit of the California League shall comprise the following cities, as defined below:

Bakersfield:	Kern County in California;
High Desert (Adelanto):	San Bernardino County in California;
Inland Empire (San Bernardino):	San Bernardino County in California;
Lake Elsinore:	Riverside County in California;
Lancaster:	No home territory;
Modesto:	Stanislaus County in California;
Rancho Cucamonga:	San Bernardino County in California;
San Jose:	Santa Clara County in California;
Stockton:	San Joaquin County in California;
Visalia:	Tulare County in California.

(j) **CAROLINA LEAGUE (A) CIRCUIT.** The circuit of the Carolina League shall comprise the following cities, as defined below:

Carolina (Zebulon):	Wake, Franklin, Wilson, Nash and Johnston Counties in North Carolina; provided, however, that Wake County shall be shared with the Durham franchise in the International League;
Frederick:	Frederick and Montgomery Counties in Maryland; provided, however, that no 15-mile buffer shall extend into the District of Columbia or into Arlington, Fairfax or Prince William Counties, or any independent city bordering such counties, in the Commonwealth of Virginia with respect to any League or Club, and that no 15-mile buffer shall extend into any city or county in the Commonwealth of Virginia with respect to the location or relocation of a Major League Club;
Lynchburg:	City of Lynchburg, and Amherst, Appomattox, Bedford and Campbell Counties in Virginia;

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Myrtle Beach:	Horry County in South Carolina;
Potomac (Woodbridge):	No home territory;
Salem:	City of Salem and Bedford and Roanoke Counties in Virginia;
Wilmington:	New Castle County in Delaware;
Winston-Salem:	Forsyth County in North Carolina.

(k) FLORIDA STATE LEAGUE (A) CIRCUIT. The circuit of the Florida State League shall comprise the following cities, as defined below:

Bradenton:	No home territory;
Brevard County (Melbourne):	Brevard County in Florida;
Charlotte (Port Charlotte):	Charlotte County in Florida.
Clearwater:	No home territory;
Daytona:	Volusia County in Florida;
Dunedin:	No home territory;
Fort Myers:	Lee County in Florida;
Jupiter:	Palm Beach County in Florida;
Lakeland:	Polk County in Florida;
Palm Beach (Jupiter):	Palm Beach County in Florida;
St. Lucie:	St. Lucie County in Florida;
Tampa:	No home territory.

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(f) **MIDWEST LEAGUE (A) CIRCUIT.** The circuit of the Midwest League shall comprise the following cities, as defined below:

Beloit:	Rock County in Wisconsin;
Bowling Green:	Warren County in Kentucky;
Burlington:	Des Moines County in Iowa and Henderson County in Illinois;
Cedar Rapids:	Linn County in Iowa;
Clinton:	Clinton County in Iowa and Whiteside County in Illinois;
Dayton:	No home territory;
Fort Wayne:	Allen County in Indiana;
Great Lakes (Midland):	Midland County in Michigan;
Kane County (Geneva):	Kane County in Illinois;
Lake County (Eastlake):	No home territory;
Lansing:	Ingham County in Michigan;
Peoria:	Peoria, Tazewell and Woodford Counties in Illinois;
Quad Cities (Davenport):	Scott County in Iowa and Rock Island County in Illinois;
South Bend:	St. Joseph County in Indiana;
West Michigan (Comstock Park):	Kent County in Michigan;
Wisconsin (Appleton):	Outagamie County in Wisconsin.

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(m) SOUTH ATLANTIC LEAGUE (A) CIRCUIT. The circuit of the South Atlantic League shall comprise the following cities, as defined below:

Asheville:	Buncombe County in North Carolina;
Augusta:	Richmond County in Georgia;
Charleston, S.C.:	Charleston County in South Carolina;
Delmarva (Salisbury):	Wicomico County in Maryland;
Greensboro:	Guilford County in North Carolina;
Greenville:	Greenville County in South Carolina;
Hagerstown:	Washington County in Maryland;
Hickory:	Burke, Catawba and Caldwell Counties in North Carolina;
Kannapolis:	Rowan County in North Carolina;
Lakewood:	No home territory;
Lexington:	Fayette County in Kentucky;
Rome:	Floyd County in Georgia;
Savannah:	Chatham County in Georgia;
West Virginia (Charleston):	Kanawha County in West Virginia.

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(n) NEW YORK-PENNSYLVANIA LEAGUE (Short-Season A) CIRCUIT. The circuit of the New York-Pennsylvania League shall comprise the following cities, as defined below:

Aberdeen:	No home territory;
Auburn:	Cayuga County in New York;
Batavia:	Genesee County in New York;
Brooklyn:	No home territory;
Connecticut (Norwich):	New London County in Connecticut; provided, however, that with respect to the International League and Eastern Leagues: (1) the New York-Pennsylvania League and the Connecticut Club waive all rights to object to the relocation of the Pawtucket and New Britain Clubs within their own territories, (2) with respect to the International League and Pawtucket Club the Connecticut Club may relocate within the city limits of Norwich, Connecticut notwithstanding any other provision of any applicable rules and (3) with respect to the Eastern League and New Britain Club, the Connecticut Club may relocate anywhere within New London County notwithstanding any other provision of applicable rules;
Hudson Valley (Fishkill):	Dutchess County in New York;
Jamestown:	Chautauqua County in New York;
Lowell:	No home territory;
Mahoning Valley (Niles):	Trumbull County in Ohio;
State College:	Centre County in Pennsylvania;
Staten Island:	No home territory;
Tri-City (Troy):	Rensselaer County in New York;

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Vermont
(Burlington): Chittenden County in Vermont;

Williamsport: Lycoming County in Pennsylvania.

(o) NORTHWEST LEAGUE (Short-Season A) CIRCUIT. The circuit of the Northwest League shall comprise the following cities, as defined below:

Boise: Ada County in Idaho;

Eugene: Lane County in Oregon;

Everett: Snohomish County in Washington;

Hillsboro: Washington County in Oregon;

Salem-Keizer: Marion County in Oregon;

Spokane: Spokane County in Washington;

Tri-City (Pasco): Franklin County in Washington;

Vancouver: Greater Vancouver District in British Columbia;

(p) APPALACHIAN LEAGUE (Rookie) CIRCUIT. The circuit of the Appalachian League shall comprise the following cities, as defined below:

Bluefield: Mercer County in West Virginia;

Bristol: City of Bristol and Washington County in Virginia;

Burlington: Alamance County in North Carolina;

Danville: City of Danville and Pittsylvania County in Virginia;

Elizabethton: Carter County in Tennessee;

Greeneville: Greene County in Tennessee;

Johnson City: Washington County in Tennessee;

Kingsport: Sullivan County in Tennessee;

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Princeton: Mercer County in West Virginia;

Pulaski: Pulaski County in Virginia.

(q) PIONEER LEAGUE (Rookie) CIRCUIT. The circuit of the Pioneer League shall comprise the following cities, as defined below:

Billings: Yellowstone County in Montana;

Grand Junction: Mesa County in Colorado;

Great Falls: Cascade County in Montana;

Helena: Lewis and Clark County in Montana;

Idaho Falls: Bonneville County in Idaho;

Missoula: Missoula County in Montana;

Ogden: Weber County in Utah;

Orem: Utah County in Utah.

(r) GULF COAST LEAGUE (Rookie) CIRCUIT. The circuit of the Gulf Coast League shall comprise the following cities, as defined below:

Bradenton: Manatee County in Florida;

Sarasota: Sarasota County in Florida.

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ATTACHMENT 54

STANDARD MINOR LEAGUE FINANCIAL DISCLOSURE

CLUB NAME _____
LEAGUE _____ CLASSIFICATION _____
YEAR ENDING _____

*Completed By: _____
Title: _____
Date: _____

*Number of Dates this Season

_____ Regular Season Dates
_____ Exhibition/All-Star Date
_____ Rain Out Dates
_____ Reported Attendance

*Source of Information (check one):

_____ Audited Financial Statement
_____ Reviewed Financial Statement
_____ Compiled by outside firm
_____ Compiled internally

* Form of Ownership:

_____ Partnership
_____ Subchapter S Corporation
_____ C Corporation
_____ Other (specify) _____

*Year Franchise Purchased: _____

*Currency:

_____ U.S. Dollars
_____ Canadian Dollars

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BALANCE SHEET

ASSETS

CURRENT ASSETS	\$ _____	(A1)
NON-CURRENT ASSETS		
PROPERTY & EQUIPMENT	\$ _____	(A2)
STADIUM/LEASEHOLD	\$ _____	(A3)
Accumulated depreciation	(\$ _____)	(A4)
TOTAL (Net of Depreciation)	\$ _____	(A5)
BASEBALL ASSETS (FRANCHISE)	\$ _____	(A6)
NON-BASEBALL ASSETS		
LOANS/ADVANCES TO OWNERS	\$ _____	(A7)
NON-OWNER RELATED ASSETS	\$ _____	(A8)
TOTAL ASSETS	\$ _____	(A9)

NOTE: Line numbers at right refer to Detailed Instructions.

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BALANCE SHEET

LIABILITIES AND OWNER EQUITY

LIABILITIES

CURRENT LIABILITIES	\$ _____	(L1)
DEFERRED REVENUES	\$ _____	(L2)
DEBT		
Stadium Related	\$ _____	(L3)
Loans/Advances from Owners	\$ _____	(L4)
Other	\$ _____	(L5)
Total Debt	\$ _____	(L6)
TOTAL LIABILITIES	\$ _____	(L7)*
OWNER EQUITY	\$ _____	(L8)
TOTAL LIABILITIES AND OWNER EQUITY	\$ _____	(L9)**

* If zero insert \$1.00 to allow for equity to liabilities calculation.

** Line L9 should equal A9

NOTE: Line numbers at right refer to Detailed Instructions.

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INCOME STATEMENT

REVENUES

Ticket Revenues:

Gross Receipts	\$ _____	(I1)
Direct Costs	(\$ _____)	(I2)
Payment to Major Leagues	(\$ _____)	(I3)
Net	\$ _____	(I4)

Advertising Revenues:

Gross Revenues	\$ _____	(I5)
Direct Costs	(\$ _____)	(I6)
Net	\$ _____	(I7)

Concessions:

Gross Revenues	\$ _____	(I8)
Direct Costs	(\$ _____)	(I9)
Net	\$ _____	(I10)

Other:

Gross Revenues	\$ _____ *	(I11)
Direct Costs	(\$ _____)	(I12)
Net	\$ _____	(I13)

TOTAL REVENUES	\$ _____	(I14)
----------------	----------	-------

OPERATING EXPENSES

Park and Game Expenses	\$ _____	(I15)
Team Expenses	\$ _____	(I16)
General & Administrative	\$ _____	(I17)
Management Fees	\$ _____	(I18)
Other	\$ _____	(I19)

TOTAL OPERATING EXPENSES	\$ _____	(I20)
--------------------------	----------	-------

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DEBT SERVICE & OTHER EXPENSES		
Interest - 3rd Party Debt	\$ _____	(I21)
Interest - Owner Debt	\$ _____	(I22)
Depreciation & Amortization	\$ _____	(I23)
Income Taxes	\$ _____	(I24)
Other (Itemize)	\$ _____	(I25)
 TOTAL DEBT SERVICE/OTHER	 \$ _____	 (I26)
 NET INCOME (LOSS)	 \$ _____	 (I27)

*Identify the amount of any EXPANSION FEES included as other revenue.

NOTE: Line numbers at right refer to Detailed Instructions.

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EQUITY TO LIABILITIES RATIO TEST WORKSHEET

ASSET ADJUSTMENTS

1. Enter 'TOTAL ASSETS' (Line A9) \$ _____ (R1)
2. Enter amount, if any, that
PBA minimum franchise value
exceeds Line A6 \$ _____ (R2)
3. Enter amount, if any, that
appraisals for non-current,
non-baseball assets exceed
historical cost bases for
such assets (attached copies
of appraisals and details) \$ _____ (R3)
4. Deduct 'Deferred Revenues'
(Line L2) (\$ _____) (R4)
5. Deduct 'Loans/Advances to
Owners' (Line A7) (\$ _____) (R5)

ADJUSTED ASSETS \$ _____ (R6)

LIABILITIES ADJUSTMENTS

1. Enter 'TOTAL LIABILITIES'
(Line L7) \$ _____ (R7)
 2. Deduct 'Deferred Revenues'
(Line L2) \$ _____ (R8)
 3. Deduct 'Stadium Related
Debt' (Line L3) \$ _____ (R9)
 4. Deduct 'Owner Related Debt'
(Line L4) (\$ _____) (R10)
- ADJUSTED LIABILITIES \$ _____ (R11)*

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ADJUSTED EQUITY (Line R6 minus
Line R11) \$ _____ (R12)

PBA RATIO TEST: Line R12 divided
by Line R11= \$ _____ (R13)

(Test is passed if result is
equal to or greater than
1.222 [55-to-45])

*If zero insert \$1.00 to allow for calculation.

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DETAILED INSTRUCTIONS

The following detailed instructions are intended to assist Clubs in uniformly completing this Report. Line numbers in parentheses refer to the corresponding lines in the Standard Financial Report:

BALANCE SHEET – ASSETS

- | | |
|-----------------------|---|
| (Line A1) | <u>Current Assets.</u> Enter the total of cash, accounts receivable, prepaid expenses and other comparable assets. <u>Do not</u> include any receivables from owners, affiliates and related parties here (include in Line A7). |
| (Line A2,
A3 & A8) | <u>Non-Current Non-Baseball Assets.</u> Historical cost is to be used as the basis of the asset(s). |
| (Line A2) | <u>Property and Equipment.</u> Enter total cost of furniture, fixtures, equipment, and the like. |
| (Line A3) | <u>Stadium/Leasehold.</u> Enter total cost of stadium acquisition and improvements (including video displays, scoreboards, etc.) |
| (Line A4) | <u>Accumulated Depreciation.</u> Enter total accumulated depreciation on assets included in Lines A2 and A3. |
| (Line A5) | <u>Total (Net of Depreciation).</u> Sum of Lines A2 plus A3, less Line A4. |
| (Line A6) | <u>Baseball Assets (Franchise).</u> Enter value of franchise on Club's books. |
| (Line A7) | <u>Loans/Advances to Owners.</u> Enter total outstanding balances of loans/advances from Club to stockholders, partners, etc., whether current or non-current. |
| (Line A8) | <u>Other Non-Owner Related Non-Baseball Assets.</u> Enter total amount of other assets (deposits, etc.). |

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BALANCE SHEET – LIABILITIES AND OWNER EQUITY

- (Line L1) Current Liabilities. Enter total of accounts payable, accrued expenses and other similar current liabilities. Do not enter amounts payable to owners, affiliates and related parties here (include in Line L4).
- (Line L2) Deferred Revenues. Enter total of revenues (net of deferred expenses) on Club's books that are related to a future period, (for example, sale of a billboard sign in November for next season, assuming a fiscal year end of December 31).
- (Line L3) Stadium Related Debt. Total debt incurred for stadium acquisition or improvements (including video displays, scoreboards, etc.)
- (Line L4) Loans/Advances From Others. Total loans or advances (current and long term) from stockholders, partners, affiliates and related parties.
- (Line L5) Other Debt. Total all other debt per books.
- (Line L6) Total Debt. Sum of Line L3, L4 and L5.
- (Line L7) Total Liabilities. Sum of Lines L1 , L2 and L6.
- (Line L8) Owner Equity. Total equity of stockholders, partners, etc.; should be equal to Line A9 (Total Assets) less Line L7 (Total Liabilities).
- (Line L9) Total Liabilities and Owner Equity. Sum of Lines L7 and L8 (must equal Line A9, Total Assets).

INCOME STATEMENT

- (Line I1) Gross Ticket Receipts. Enter total revenue from ticket sales (should equal amount from NA Ticket Reporting form).
- (Line I2) Direct Cost, Tickets. Enter direct cost associated with ticket revenues (sales and admission taxes, payments accrued per leases, printing costs, etc.).

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- (Line I3) Payment to Major Leagues. Enter payment to Minor League Association as a result of the "5% tax" on ticket revenues (1992 and subsequent years).
- (Line I4) Net Ticket Revenue. Line I1, less Line I2, Less Line I3.
- (Line I5-I7) Advertising Revenues. Enter total gross revenues from advertising (billboards, program ads, radio, etc.) on Line I5; enter direct cost associated with such revenue (printing, painting, radio costs, etc.) on Line I6; and enter net on Line I7.
- (Line I8-I10) Concessions Revenue. Enter total gross revenues from sale on Line I8; enter direct cost of sales on Line I9; enter net on Line I10. If concessions are provided by outside concessionaire, amount received by Club would appear on Line I10, but enter concessionaire's gross sales on Line I8, and amount retained by concessionaire on Line I9.
- (Line I11-I13) Other Revenues. Enter gross sales (souvenirs, concerts, parking, expansion fees, etc.) on Line I1 1; enter direct cost of such sales on Line I12; enter net on Line I13.
- (Line I14) Total Revenues. Sum of Lines I4, I7, I10 and I13.
- (Line I15) Park and Game Expenses. Enter total expenses (rent under ballpark lease, utilities, maintenance, security, labor, etc.)
- (Line I16) Team Expenses. Enter total expenses, net of reimbursements from Major League Affiliate (team travel, hotel, etc.).
- (Line I17) General and Administrative. Enter total of all other operating expenses of Club (salaries, league and Minor League Association dues, insurance, office expenses, etc.).
- (Line I18) Management Fees. Enter amounts paid to owners and related parties under management agreements (other than salaries).
- (Line I19) Other. Enter any miscellaneous expenses not included elsewhere.

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- (Line I20) Total Operating Expenses. Sum of Lines I15 to I19.
- (Line I21) Interest – 3rd Party Debt. Enter interest incurred on debt to non-owners (those other than stockholders, partners or related parties).
- (Line I22) Interest – Owner Debt. Enter interest on debts to stockholders, partners, related parties, etc.
- (Line I23) Depreciation and Amortization. Enter current period (year) total.
- (Line I24) Income Taxes. Enter income taxes incurred (estimated if necessary) by entity owning franchise and reporting on this Form. Enter “N/A” if reporting entity is a partnership, sub-S corporation, or other non-taxpaying entity.
- (Line I25) Other. Enter any expenses not entered elsewhere.
- (Line I26) Total Debt Service/Other. Sum of Liens I21 and I25.
- (Line I27) Net Income (Loss). Line I14 less Line I20 less Line I26.

EQUITY TO LIABILITIES RATIO TEST (Refer also to Rule 54(b)(3) and Rule 54(a)(5)(C)(iv))

- (Line R1) Total Assets. Enter amount from Line A9.
- (Line R2) PBA Franchise Value Adjustment. If franchise value entered on Line A6 is less than \$4 million (if AAA), \$2.5 million (if AA), \$1 million (if A) or \$750,000 (if Short-Season A or Rookie), then enter difference on Line R2. Enter -0- if A6 is greater than the corresponding “PBA Allowance” figures listed in previous sentence.

Example #1: Your AA franchise is \$2.0 million per books (Line A6), enter 500,000 on Line R2 (\$2.5 million “allowance for AA” less \$2.0 million from Line A6).

Example #2: Your Class A franchise is \$1.5 million per books (Line A6), enter -0- on Line R2 (your \$1.5 million is greater than PBA “Allowance for Full A” of \$1.0 million).

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- (Line R3) Non Current, Non-Baseball Asset Adjustment. Rule 54(a)(5)(C)(iv)(cc) allows “appraised value” to be used in lieu of “historical cost” for purposes of the equity-to-liability ratio test. If this adjustment is applicable, attach calculation and copies of appraisals(s) and enter adjustment amount in Line R3.
- (Line R4) Deduct “Deferred Revenues”. Enter amount from Line L2.
- (Line R5) Deduct “Loans/Advances to Owners”. Enter -0- if it can be demonstrated that the amounts will be repaid within a reasonable time period (See Rule 54(a)(5)(C)(iv)(ff)); otherwise enter amount from Line A7.
- (Line R6) Adjusted Assets. Line R1, plus Line R2, plus Line R3, less Line R4, less Line R5.
- (Line R7) Total Liabilities. Enter amount from Line L7.
- (Line R8) Deduct “Deferred Revenues”. Enter amount from Line L2.
- (Line R9) Deduct “Stadium Related Debt”. Enter amount from Line L3.
- (Line R10) Deduct “Loans/Advances From Owners”. Enter amount from Line L4.
- (Line R11) Adjusted Liabilities. Line R7, less Line R8, less Line R9, less Line R10.
- (Line R12) Adjusted Equity. Line R6 less Line R11.
- (Line R13) PBA Ratio Test. Divide Line R12 (Adjusted Equity) by Line R11 (Adjusted Liabilities). If result is equal to or greater than 1.222 (55-to-45) test is passed.

**MAJOR LEAGUE RULES
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ATTACHMENT 56

STANDARD FORM LETTER ESTABLISHING PDC

The parties to this Player Development Contract, _____,
(Major League Club)
and _____, hereby adopt and agree to all provisions of the
(National Association Club)
standard Player Development Contract (PDC) as set forth in the Major League Rules
(MLR) incorporated by reference into the Professional Baseball Agreement (PBA)
between the Major Leagues and the National Association of Professional Baseball
Leagues, Inc. As used in the PDC, the term "Major League Club" shall refer to
_____ and the term "Minor League Club" shall refer to
(Major League Club)
_____. This Agreement shall be in effect from the
(National Association Club)
____ day of _____, _____ through September 30, _____.
(Year) (Year)

____ By: _____
(Major League Club)

____ By: _____
(National Association Club)

**MAJOR LEAGUE RULES
MLR Attachment 58**

ATTACHMENT 58

**MINOR LEAGUE FACILITY STANDARDS AND
COMPLIANCE INSPECTION PROCEDURES**

Standards

Unless expressed as recommendations, these facility standards are minimum requirements for all new Minor League facilities. The standards outlined in Sections 11, 12 and 13 are applicable to both new and existing facilities.

New Facilities

Any facility that is scheduled for a construction starting date of January 1, 1991 or later shall be considered a "new facility." All plans for new facilities, including construction time schedules, must be submitted to field inspection personnel designated by the Commissioner's Office and the President of the Minor League Association, for review and approval by the field inspection personnel prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved. Notwithstanding its facility's designation as a "new facility," a Minor League Club that can demonstrate that its new facility construction planning and approval process was at such a stage as of November 17, 1990 that requiring compliance with a minimum new facilities standard (other than those outlined in Sections 11, 12 and 13) will cause it to suffer a material hardship, may apply to the President of the Minor League Association and to the Commissioner or the Commissioner's designee for a variance from such standard.

Existing Facilities

Any facility other than a "new facility" as defined above shall be considered an "existing facility." All existing facilities must meet the standards outlined in Sections 11, 12 and 13 (playing field and other team facilities) by no later than April 1, 1995. All plans for additions, alterations or renovations of such facilities, including new turf installations, must be submitted to field inspection personnel designated by the Commissioner's Office and to the President of the Minor League Association, for review and approval by the field inspection personnel (including construction time schedules) prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved.

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SECTION 1.0 SEATING

This section establishes standards for the number, type and arrangement of seating in all facilities.

1.1 SEATING CAPACITY

Seating capacities shall be established to be appropriate for the size of the Minor League Club's market. Recommended minimum capacities are as listed below. All facilities shall conform with the seating grade, seating distribution and spacing requirements described in sections 1.2, 1.3 and 1.4.

1.1.1	Class AAA Capacity	10,000 seats
1.1.2	Class AA Capacity	6,000 seats
1.1.3	Class A Capacity	4,000 seats
1.1.4	Short-Season Class A/Rookie	2,500 seats

1.2 GRADES OF SEATING

In order to enhance the professional atmosphere of the facility, each facility shall provide a minimum of two separate and distinct grades of seating (three separate and distinct grades are recommended). This provision is intended to designate and define general types of seating and not to define pricing or ticketing structures.

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1.2.1 TYPES OF SEATING

Seating types shall be defined as in sections 1.2.2, 1.2.3, and 1.2.4.

1.2.2 BOX SEATING

Defined as Arm Chair Seats with Backs. Additional seat width and leg room is recommended, with an additional three inches of tread width to be provided as compared to the tread width in the other seating areas. Following the traditional definition of box seating, it is recommended that additional access to smaller groupings of box seats be provided.

1.2.3 RESERVED SEATING

Defined as a bench with back as a minimum requirement.

1.2.4 GENERAL ADMISSION SEATING

Defined as a bench as a minimum requirement.

1.3 SEATING DISTRIBUTION

In no event shall more than 90% of the total seating capacity be General Admission seating. Recommended seating distributions are as follows.

For two grades of seating:

Box or Reserved:	25% of total capacity
General Admission:	75% of total capacity

For three grades of seating:

Box:	25% of total capacity
Reserved:	25% of total capacity
General Admission:	50% of total capacity

1.4 SEAT SPACING

The spacing and layout of all seating, aisles, vomitories, cross-aisles and concourses comprising the established exiting system shall conform to all applicable local, state and federal codes and regulations. (NFPA 101 for Assembly Occupancies shall

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be considered the minimum requirement if the facility does not fall under jurisdiction of other regulations.)

1.5 HANDICAPPED ACCESSIBILITY

All facilities shall comply with all applicable local, state and federal codes and regulations regarding access of Handicapped patrons and employees. (ANSI.A117-1 shall be considered the minimum requirements.)

SECTION 2.0 PUBLIC COMFORT STATIONS

This section determines and defines the number of plumbing fixtures and their arrangement at the facilities.

2.1 COMFORT STATION DISTRIBUTION

The distribution of the fixtures should be in accordance with the distribution of the seating locations and exiting system to allow minimal walking distances from all parts of the facility to public toilet facilities.

2.2 PLUMBING FIXTURES

The minimum plumbing fixture ratios shall be as follows:

Water closets	1:125 Women
	1:450 Men
Lavatories (sinks)	1:150 Women
	1:150 Men
Urinals	1:125 men

2.2.1 COMFORT STATION ACCESSORIES

All public restroom facilities shall provide mirrors, purse shelves (in women's), hand drying facilities and trash cans. It is recommended that a table/platform for diaper changing be located in each restroom.

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2.3 HANDICAPPED ACCESSIBILITIES

All facilities shall comply with all applicable local, state and federal codes and regulations (ANSI. A117-1). It is recommended that all facilities provide a minimum of one, unisex h.c. toilet facility per level. This facility shall be similar to a residential bathroom, and allow a h.c. patron to use the facility with the assistance of his/her companion of the opposite sex.

2.4 DRINKING FOUNTAINS

All facilities shall provide drinking fountains per local, state and federal codes and regulations.

2.5 PUBLIC TELEPHONES

All facilities shall provide telephones per local, state and federal codes and regulations.

SECTION 3.0 CONCESSION AND VENDING

The following standards for Concessions and Vending are recommended for all facilities. Many of the conditions may be affected by an existing operational agreement between the facility and concessionaire. It is recommended that these standards be incorporated into any new operational agreement negotiated after the effective date of this PBA.

3.1 CONCESSION AREAS

It is recommended all facilities provide 5 lineal feet of counter space (with corresponding support space) per 350 seats in the total facility capacity. The distribution of the concession areas shall be commensurate with the distribution of the patrons to minimize walking distances. [Example: $12,000 \text{ seats} / 350 = 34.28 \times 5' = 171$ lineal feet of counter. Each stand averages 25' per stand. Therefore, a minimum of 7 stands, distributed throughout the facility are recommended.]

3.2 CONCESSION VENDORS

If concession vendors are provided at the facility, the following ratios are recommended: one vendor per 350 seats, with 15 sq. ft. of vending commissary space for each vendor separate from the concession areas.

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3.3 CONCESSION COMPLIANCE/CODES AND REGULATIONS

Concessionaires are responsible for compliance with all local, state and federal regulations in regard to Health Standards, Fire Department regulations, power, exhaust and ventilation requirements. The agreement between the facility and concessionaire shall define which party is responsible for required modifications.

3.4 CONCESSION STORAGE AND NOVELTY STANDS

The following standards shall be minimum requirements.

3.4.1 CONCESSION STORAGE

All facilities shall provide adequate storage for concession inventory. It is recommended that the storage area be of such size to store the inventory necessary to stage the number of games in an average home stand. In the Agreement between the facility and the concessionaire, the concessionaire shall provide empirical data to determine the required amount of storage space.

3.4.2 NOVELTY STANDS

Any provided novelty stand(s) acting as a sales point for retail sales shall present products in a professional manner commensurate with standard retail sales areas.

SECTION 4.0 MISCELLANEOUS PUBLIC AREAS

4.1 STADIUM CLUB/RESTAURANT/BANQUET FACILITY

This type of facility shall be optional.

4.2 PICNIC/BEER GARDEN FACILITY

This type of facility shall be optional.

4.3 FAMILY RECREATION AREA

This type of facility shall be optional.

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SECTION 5.0 TICKET WINDOWS AND ENTRY TURNSTILES

The following Sections 5.1, 5.2, and 5.3 shall be minimum requirements.

5.1 TICKET WINDOWS

All facilities shall provide one ticket window for each 1500 seats of total capacity.

5.2 TURNSTILES/ENTRY POSITIONS

All facilities shall provide one turnstile or equivalent entry position (minimum of 30" wide) for each 1500 seats of total capacity.

5.3 HANDICAPPED ACCESSIBILITY

All facilities shall provide access per all applicable local, state and federal codes and regulations to all public and private areas of the facility. (ANSI A117.1)

SECTION 6.0 SECURITY AND FIRST AID

6.1 SECURITY COMMAND POST

All facilities shall provide a "command post" for event security forces, centrally located with provisions for removing unruly patrons from the facility.

6.2 FIRST AID STATION

All facilities shall provide a first aid station during all events. It is recommended that certified medical personnel staff the station at all events.

SECTION 7.0 PARKING AND FACILITY ACCESS

The following Sections 7.1, 7.2 and 7.3 shall be applicable to all facilities.

7.1 PARKING SPACES

It is recommended all facilities shall provide public parking spaces at a ratio of 1 space per 3 seats of total capacity. Such parking spaces shall be on-site or within a 10 minute (1/2 mile) walking distance of the stadium.

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7.2 ACCESS AND CONTROL

All facilities shall coordinate with local law enforcement officials to provide controlled on-site traffic access, so as to promote a safe and trouble-free access environment.

7.3 HANDICAPPED PARKING

All facilities shall conform with all applicable local, state and federal regulations.

SECTION 8.0 SOUND SYSTEM AND SCOREBOARD

8.1 SOUND SYSTEM

All facilities shall provide an acoustically balanced sound system integrated with the capacity to deliver clear audio messages to the press box, concourses and all public areas within the facility.

8.2 SCOREBOARD

All facilities shall provide a scoreboard that provides the following as minimum requirements. All scoreboard characters are to be large enough to be seen throughout the facility.

Line Score
Ball-Strike-Out
Player at Bat

8.3 SCOREBOARD LOCATION

No part of any scoreboard and/or associated lighted advertising panels may be located within 50' of the center line of the playing field.

8.4 CLOCK

All facilities shall provide a time-of-day clock that is in full view of all field personnel from the beginning of batting practice through the close of each game.

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SECTION 9.0 MEDIA FACILITIES

9.1 PRESS PARKING AND ACCESS

It is recommended that all facilities provide a parking area for all members of the media with direct access to the facility. It is also recommended that parking be provided for television vans and broadcast trucks.

9.2 PUBLIC ADDRESS/SCOREBOARD PERSONNEL

All facilities shall provide space in the press box for the public address announcer and scoreboard operator(s). It is recommended that the PA/scoreboard area have a minimum of 50 sq. ft. of floor space in addition to the floor space required for the scoreboard equipment.

9.3 RADIO BROADCAST BOOTHS

It is recommended that all facilities provide two radio broadcast booths (home and visitor) that provide a direct view of the entire field and facilitate the broadcast of the game. Each shall provide counters, chairs, power, lighting and telephone jack.

9.4 TELEVISION BROADCAST AND CAMERA BOOTH

It is recommended that all facilities provide a spare broadcast/camera booth available for local television broadcasts and local television media. The booth should have a direct view of the entire field with operable windows or closures.

9.5 PRINT MEDIA AREA

It is recommended that all facilities provide a separate area for 6 to 10 members of the print media with a direct view of the entire field. Counter, chairs, power, lighting and telephone jack shall be provided.

9.6 MEDIA TOILET FACILITIES

It is recommended that all facilities provide media restroom facilities separate from public restrooms, located with direct access to the press box.

9.7 MEDIA WORKROOM/LOUNGE

This type of facility shall be optional.

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9.8 HANDICAPPED ACCESSIBILITY TO PRESS BOX

Facilities shall conform to all applicable local, state and federal codes and regulations for accessibility to the press box. (ANSI-A117.1)

SECTION 10.0 ADMINISTRATION AREA

10.1 FACILITY ADMINISTRATION AREA

It is recommended that all facilities provide administrative space of 250-300 sq. ft. per person for facility and maintenance operations with separate toilet facilities directly adjacent.

10.2 STADIUM PERSONNEL DRESSING/LOCKER FACILITIES

It is recommended that all facilities provide separate dressing/locker facilities (separate for each sex) for all maintenance and event employees (including concession personnel) separate from the public.

10.2.1 STADIUM PERSONNEL TOILET FACILITIES

It is recommended that all facilities provide toilet facilities for stadium personnel separate from the public. Direct access to personnel locker rooms is desirable.

10.3 TEAM ADMINISTRATION AREA

If the tenant team has a permanent administration area away from the facility, an on-site game day team administration area must be provided. If the team's permanent administration area is at the facility, it is recommended that the area provide 250-300 sq. ft. per person for team operations with adjacent toilet facilities.

SECTION 11.0 TEAM FACILITIES

The following shall be minimum requirements.

11.1 HOME CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least five more than the Club's active player limit for its classification of play. The minimum size of each locker shall be 24" w

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x 72" h (36" w x 72" h is recommended). A lockable storage compartment is recommended for each locker.

Minimum floorspace requirements for the team dressing area shall be as follows:

New facility: 1,000 sq. ft.
Existing facility: 800 sq. ft. (1,000 sq. ft. is recommended)

11.2 SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet areas with the following minimum fixture counts:

New facility: shower heads: 8 (10 recommended)
water closets: 2
urinals: 2
lavatories: 4 (8 recommended)

Existing

facilities: shower heads: 6 (10 recommended)
water closets: 2
urinals: 2
lavatories: 2 (8 recommended)

11.3 TRAINING ROOM

All new facilities shall provide a separate training room of not less than 300 sq. ft. divided into three areas: treatment, whirlpool and rehabilitation. The training room shall have space for 1 or 2 treatment tables, a minimum of 2 whirlpools, hydroculator (4-pack minimum), scale, stationary bicycle, ice machine and an area for 2 or 3 pieces of rehabilitation/weight equipment. The training room shall contain a lockable storage area for training supplies. It is recommended that additional space be provided for a separate office/dressing area for the trainer and team physician. It is also recommended that a valuable storage box be installed in the training room.

All existing facilities shall comply with the above paragraph, with the exception that the minimum square footage requirement shall be 175 sq. ft. (300 sq. ft. is recommended).

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11.4 TEAM LAUNDRY FACILITY

All facilities shall provide commercial quality laundry facilities (washer and dryer) for the home team to provide daily washing capability. This room may be combined with the Team Equipment Room.

11.5 TEAM EQUIPMENT ROOM

All facilities shall provide adequate lockable equipment storage space (minimum of 300 sq. ft. in a new facility) contiguous with the clubhouse.

11.6 COACHES' LOCKERS

All new facilities shall provide a minimum of 4 coaches lockers (6 are recommended) in addition to the players lockers. It is recommended these lockers shall be in a separate area from the players lockers. Locker size and floor space requirements (per capita) shall be the same as in the players dressing area.

Existing facilities shall comply with the above paragraph, with the exception that a minimum of 3 coaches lockers are to be provided.

11.7 FIELD MANAGER'S OFFICE

All facilities shall provide a field manager's office with direct access to the home clubhouse. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 6-8 persons. At existing facilities the separate toilet, shower and dressing area is recommended and not required.

11.8 VISITORS CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least three more than the Club's active player limit for its classification of play. Minimum floor space requirements shall be as follows:

New facility: 750 sq. ft.

Existing facility: 500 sq. ft (750 sq. ft. is recommended)

11.9 VISITORS SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet facilities with minimum fixture counts as follows:

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New facility:	shower heads:	6 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4

Existing

facility:	shower heads:	4 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (4 recommended)

11.10 VISITORS TRAINING ROOM

All new facilities shall provide a separate training room (minimum of 150 sq. ft.), with space for one training table, one whirlpool, and a hydroculator (4-pack minimum). In existing facilities, this area may be integrated into the players' dressing area, provided that the dressing area is at least 650 sq. ft.

11.11 VISITING FIELD MANAGER'S OFFICE

All facilities shall provide a separate office for the visiting field manager. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 2-4 people. At existing facilities, the separate toilet, shower and dressing area is recommended and not required.

11.12 TEAM STORAGE (MAJOR LEAGUE PARENT TEAM)

It is recommended that all facilities provide a minimum of 300 sq. ft. of lockable team storage, separate from other team storage, with year round access only to the major league team.

11.13 UMPIRE FACILITIES

All facilities shall provide a private dressing, shower, and toilet facility for umpires. This area shall provide enough lockers (each a minimum of 36" w x 72" h) to accommodate the number of umpires typically assigned to work in the applicable classification of play. In new facilities, this area shall be a minimum of 200 sq. ft.

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11.14 FIELD/DUGOUT ACCESS

It is required that all new facilities and recommended that all existing facilities provide a direct access route to the dugout/playing field. Similar access is to be provided for the umpires.

11.15 PLAYER PARKING

It is recommended that all facilities designate a parking area with clubhouse access for players and other uniformed team personnel.

11.16 HITTING/PITCHING TUNNELS

It is recommended that each facility provide two covered tunnels for players to practice hitting and pitching in an enclosed environment. If provided, these tunnels should be reasonably close to the home clubhouse with minimal public access.

11.17 PRE- AND POST-GAME WAITING AREA

It is recommended that all facilities provide a pre-game and post-game waiting area for families of players and other uniformed personnel.

SECTION 12.0 PLAYING FIELD

12.1 FIELD DIMENSIONS

Layouts of all new fields (and modifications to existing fields) shall be submitted for approval by the parent Major League Club and the Minor League Club. All field dimensions shall comply with the minimum dimensions specified in Section 1.04 of the Official Baseball Rules.

12.2 PLAYING SURFACE

All facilities shall provide a field surface (natural or synthetic) without defects and/or "trip-hazards" that could affect the normal play of the game or jeopardize player safety. Warning track material shall identify all zones within 15' of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

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12.3 FIELD GRADE

The maximum allowable grade from the base of the pitcher's mound to the warning track in foul territory shall be 6". The maximum allowable grade from second base to the outfield warning track shall be 20".

12.4 FIELD WALL

The permanent outfield wall or fence in all new facilities shall be a minimum of 8' high.

12.5 BULLPENS

All facilities must provide a bullpen area for each team. These areas may be located in foul territory down the baselines or just immediately outside the field wall. Each must be visible to both dugouts and to the press box. Each shall have two regulation pitching mounds and home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. If the bullpens are in foul ball areas, care shall be taken to integrate the slope of the pitcher's mound into the field so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that all facilities have phones connecting the bullpens to the dugouts.

12.6 DUGOUTS

All facilities must provide two enclosed dugouts (home and visitor). Each dugout in a new facility must accommodate 25-30 uniformed personnel on a bench with seatback. Each dugout in an existing facility shall accommodate 20-25 uniformed personnel. Each dugout must have a helmet rack for a minimum of 15 helmets and a bat rack for a minimum of 30 bats. It is recommended that a bat swing/storage area be directly accessible to each dugout. It is recommended that each dugout include a refrigerated water cooler (drinking fountain) and provide direct access to a restroom. It is recommended that all facilities have telephones connecting the dugouts to the bullpens and to the press box. All dugouts shall provide as feasible an anti-skid surface as possible on steps and walkways.

12.7 FIELD EQUIPMENT

All facilities shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

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12.7.1 BATTING CAGE

All facilities shall provide a full cover batting cage. New batting cages shall have minimum dimensions of 18' wide, 14' deep and 9' high. It is recommended that the cage be portable and made of an aluminum frame to provide maximum maintainability. Existing batting cages not meeting the above standards may be approved by the parent Major League Club.

12.7.2 FIELD SCREENS

All facilities shall provide a pitching screen, first base screen, 2nd base/double play screen, and a shag protector screen. New screens shall have the following minimum dimensions:

Pitching screen: 7' h x 8' w with 4' x 4' notch in upper corner.

Double play screen: 7' h x 14' w with hinged wings.

First base and

shag protector screens: 7' h x 8' w.

All existing screens not meeting the above standards may be approved by the parent Major League Club.

Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity.

12.7.3 BATTER'S EYE

All facilities shall provide a solid monochromatic batter's eye painted in a flat, dark color with minimum dimensions of 16' high and 40' wide centered in the outfield. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. It is recommended that all new facilities provide a batter's eye with minimum dimensions of 40' high and 80' wide. Any advertising sign abutting the batter's eye shall not include white lettering, a white background, any neon or other lighting or motion effects.

12.7.4 FOUL POLES

All facilities shall provide two foul poles of a bright color that are a minimum of 30' high (45' is recommended) with a screen to the fair side of the

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pole. No white signs shall be allowed on or immediately adjacent to each side of the foul pole.

12.7.5 FLAG POLE

All facilities shall provide a flag pole for the United States Flag or Canadian Flag, as applicable, in clear view of the entire seating bowl.

12.7.6 SCOREBOARDS, VIDEO MONITORS AND MOTION SIGNS

In addition to other provisions of these Minor League Facility Standards (including, but not limited to, Section 8.3 (Scoreboard Location)), the President of the Minor League Association, in consultation with the Commissioner or the Commissioner's designee, shall develop and distribute guidelines regarding the use and location of scoreboards, video monitors, LED boards and LED/matrix boards so as not to interfere with play.

12.8 FIELD LIGHTING

All new lighting systems shall maintain the following minimum brightness requirements after 100 hours of burning:

Class AAA and Class AA:	100 fc average in infield/ 70 fc average in outfield.
Class A and Rookie:	70 fc average in infield/ 50 fc average in outfield.

The height and location of poles in all new lighting systems shall follow IES standards.

All existing lighting systems shall maintain the following minimum brightness requirements:

Class AAA and Class AA:	70 fc average in infield/ 50 fc average in outfield.
Class A and Rookie:	60 fc average in infield/ 40 fc average in outfield.

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All lighting systems shall operate with a maximum variance ratio of 1.2/1 in the infield and 2/1 in the outfield. The variance ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

12.9 BATTING CAGE GATE

All new facilities shall provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

12.10 BACKSTOP

All facilities shall provide a backstop behind home plate. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to insure the integrity of the backstop.

12.11 PLAYING FIELD TARPS

All Class AAA, Class AA and full season Class A facilities shall provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps, except that this requirement may be waived by the President of the Minor League Association in the event that the facility is located in an area that does not experience sufficient rainfall to justify the expense of tarps. The tarps shall be oversized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field. Each facility is required to provide adequate manpower to operate the placement and/or removal of the tarps.

SECTION 13.0 MAINTENANCE

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

13.1 FACILITY MAINTENANCE AND CLEANLINESS

Each facility shall develop a maintenance program (both short-term and long-term) for use by its maintenance personnel. All public areas shall be completely free of trash and rubbish at the opening of each event, and stadium personnel shall be responsible for cleanliness during the event.

Each facility shall follow its maintenance program for interior repairs and touch-ups to maintain the professional atmosphere of the facility. Long-term maintenance shall be

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ongoing in order to deter major facility problems and to minimize potential disruptions to the public.

13.2 FIELD MAINTENANCE

The playing field shall be maintained at the highest possible professional level. Every reasonable effort shall be made to insure the safety of the players and the smooth play of the game. The facility shall follow professional grounds-keeping practices and shall utilize proper maintenance equipment. Nail-drags, screens, tampers and rakes are recommended to maintain all dirt areas. Proper turf care equipment (mowers, tractors, etc.) shall be used, and an appropriate maintenance plan shall be developed and followed to care for the playing field.

13.2.1 PLAYING FIELD RECONDITIONING

The pitcher's mound and base pit areas shall be reconditioned prior to each game through the use of clay materials and tampers.

13.2.2 FIELD MAINTENANCE MATERIALS

All facilities are required to have a sufficient amount of drying material on hand at all times for reconditioning the infield. A chemical drying agent and/or calsonite clay may be used in combination with sand to stabilize areas affected by excessive moisture. Sand may not be the sole drying agent.

13.2.3 LAYOUT OF PLAYING FIELD

The entire playing field shall be laid out to coincide with the provisions of Sections 1.04 through 1.08 of the Official Baseball Rules.

13.2.4 IRRIGATION SYSTEM

All new facilities shall provide a full field irrigation system as well as water lines 1 1/2" or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1" or larger be distributed around the playing field in order to water the field if the irrigation system should become inoperable. It is recommended that a full-field irrigation system be provided at all existing facilities.

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13.2.5 FIELD DRAINAGE SYSTEM

All new facilities shall provide an underfield drainage system integrated into the subbase of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf base.

It is recommended an optimal slope of .5% be maintained from the base of the pitcher's mound to the baselines and from second base to the outfield warning track.